CATEGORY III CONTRACT

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Glacier Bay National Park & Preserve

Tour Vessels and Related Services

CONCESSION CONTRACT NO. GLBA041-16

Alaska Catamaran LLC

1512 Sawmill Creek Road, Sitka, AK 99835

Doing Business As Alaskan Dream Cruises

Covering the Period January 1, 2016 through December 31, 2020

CONCESSION CONTRACT

TABLE OF CONTENTS

SEC. 1. TERM OF CONTRACT 1
SEC. 2. SERVICES AND OPERATIONS 1
(a) Required and Authorized Visitor Services 1
(b) Operation, Maintenance and Quality of Operation 1
(c) Operating Plan 1
(d) Rates 1
(e) No Capital Improvements 1
SEC. 3. CONCESSIONER PERSONNEL 1
SEC. 4. ENVIRONMENTAL 2
SEC. 5. FEES 2
(a) Franchise Fee 2
(b) Payments Due 2
(c) Interest 2
SEC. 6. INSURANCE 3
SEC. 7. RECORDS AND REPORTS 3
(a) Accounting System 3
(b) Annual Financial Report 3
(c) Other Reports 3
SEC. 8. SUSPENSION, TERMINATION, OR EXPIRATION 4
(a) Termination and Suspension 4
(b) Requirements in the Event of Suspension, Termination or Expiration 4
SEC. 9. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS 4
SEC. 10. GENERAL PROVISIONS – SEE ADDENDUM 1 4

Attachments:

Addendum 1 General Provisions
Exhibit A Nondiscrimination
Exhibit B Operating Plan
Exhibit C Assigned Government Personal Property
Exhibit D Insurance
Exhibit E Transition to a New Concessioner
Exhibit F Intellectual Property

This Contract is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Alaska Region, hereinafter referred to as the "Director", and Alaska Catamaran LLC, (hereinafter referred to as "Concessioner"), a Limited Liability Company, doing business as Alaskan Dream Cruises under the authority of 54 U.S.C. §§ 100101 et. seq., including 54 U.S.C. §§ 100901 et seq., and other laws that supplement and amend these laws. The Director and the Concessioner agree:

SEC. 1. TERM OF CONTRACT

This Contract will have a term of five years from January 1, 2016 until its expiration on December 31, 2020.

SEC. 2. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services

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

Tour Vessel Services – interpretive tour vessel services in Glacier Bay for the purposes of sightseeing.

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

Off-Vessel Activities – non-motorized water based and land based activities occurring off a tour vessel.

(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: the greater of $15.00per passenger per Tour Vessel Use Day or $1,000.00 annually. The Service will adjust the proposed fee each year in accordance with the Consumer Price Index, All Urban Consumers, published by the U.S. Department of Labor, by the same percentage increase or decrease from January of the preceding year to January of the current year. Should this index cease to be published, the Service will select a similar index to annually adjust the fee. See Operating Plan for definitions of "Passenger" and "Tour Vessel Use Day."

(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 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.

(2) All franchise fees shall be deposited electronically by the Concessioner in accordance with all Applicable Laws.

(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 D.

SEC. 7. RECORDS AND REPORTS

(a) Accounting System

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

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

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

(b) Annual Financial Report

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

(2) If the annual gross receipts of the Concessioner are in excess of $1,000,000, the financial statements 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 shall be reviewed by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services (SSARS) 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 E to this Contract, "Transition to a New Concessioner." This section and Exhibit E 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 C.F.R 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.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contract on the dates shown below.

CONCESSIONER

By_____
Name of signer: Russell Dick
Title of signer: Chief Executive Officer
Company name: Alaska Catamaran LLC
(dba Alaskan Dream Cruises)

DATE: OCTOBER 12, 2015

UNITED STATES OF AMERICA

By_____
Herbert C. Frost, Ph.D.
Regional Director, Alaska Region

DATE: 12 Nov, 2015

[Limited Liability Company]

WITNESSES:

NAME_____

Name of signer: David C. Allen

ADDRESS 1512 Sawmill Creek Rd, Sitka, AK 99835

DATE: Oct. 15, 2015

ADDENDUM 1
GENERAL PROVISIONS

1. DEFINITIONS

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

(a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws, whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

(b) "Area" means the property within the boundaries of Glacier Bay National Park & Preserve.

(c) "Days" means calendar days.

(d) "Director" means the Director of the National Park Service, and his duly authorized representatives.

(e) "Exhibit" means the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.

(f) "Gross Receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Contract, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:

(1) Intracompany earnings on account of charges to other departments of the operation (such as laundry);
(2) Charges for employees' meals, lodgings, and transportation;
(3) Cash discounts on purchases;
(4) Cash discounts on sales;
(5) Returned sales and allowances;
(6) Interest on money loaned or in bank accounts;
(7) Income from investments;
(8) Income from subsidiary companies outside of the Area;
(9) Sale of property other than that purchased in the regular course of business for the purpose of resale;
(10) Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, 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 2 C.F.R. Part 1400, as applicable, 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.

(g) Nothing contained in this Contract shall be construed as binding the Director to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Contract, or to involve the Director in any contract or other obligation for the future expenditure of money in excess of such appropriations.

9. INTELLECTUAL PROPERTY LICENSE

(a) License Grant

As used in this Contract, including all Exhibits, "Marks" means all trademarks, service marks and logos and brand identification and indicia, used to identify or describe the National Park Service and/or the Area and associated properties or features located therein, whether registered or not.

The Director hereby grants to Concessioner and Concessioner accepts a revocable, nonexclusive world-wide, royalty-free license to use the Marks described and depicted in attachments hereto during the term of the Contract, for use solely in connection with carrying out the Contract requirements, and only in the form described and depicted in Exhibit F to this Contract. Fanciful uses or use in combination with other devices (such as a logo) of the Marks listed herein must be reviewed and approved by the Director prior to use. All uses may be reviewed and approved in advance or as otherwise mutually agreed to in cases of administrative burden. This license does not constitute a compensable interest to the Concessioner. This license shall cease upon termination or expiration of the Contract, or as otherwise determined by the Director or by applicable laws.

The Director may amend this Contract to include additional Marks. The license to use the Marks does not include the right to use or to incorporate the Marks in any manner unconnected with the services provided under the Contract, including collateral marketing, outreach or advertising, or as trade names or internet domain names. The Marks may not be combined or altered in any way that may affect the integrity of the Mark.

(b) Quality Control and Goodwill

The Director and the Concessioner acknowledge that maintaining the distinctiveness of the Marks and high quality of the services, materials, products and merchandise produced, sold or otherwise prepared for public dissemination are material conditions of this Contract in order to preserve the associated goodwill generated by the Parties in furtherance of meeting the National Park Service mission. All uses of Marks by the Concessioner, including all goodwill arising from the Marks, shall inure solely to the benefit of the National Park Service. The Concessioner shall not by any act or omission use the Marks in any manner that disparages or reflects adversely on the National Park Service or its reputation. The Concessioner shall immediately cease use of any Mark used in association with the services provided under this Contract upon request of the Director, whether listed in this Contract or not.

(c) Rights and Ownership

(1) The Concessioner acknowledges and agrees that the National Park Service owns, or otherwise has the right to use and to license, these Marks.

(2) The Concessioner acknowledges it shall not acquire any right, title, or interest in the Marks by virtue of this Contract other than the license granted hereunder, and disclaims any such right, title, interest, or ownership. The Concessioner shall not contest, dispute, challenge, oppose or seek to cancel the government's right, title, and interest in any Mark owned by the National Park Service or the validity of the license granted under this Contract, or any rights or ownership otherwise stated herein. The Concessioner shall not prosecute any application for registration or seek to register a Mark as a domain name or part of any domain name of any Mark that identifies the National Park Service or the Area, or that may otherwise cause confusion in the public as between the Concessioner and the National Park Service. Any term, name or device used for the purpose of describing the Area or goods, services or property located within the Area, including Concession Facilities, should be referred to as identified on the attachment. Any deviation or use outside of a nominative context must be approved by the Director.

(3) The Concessioner will not sublicense, assign, pledge, grant or otherwise encumber to any third party all or any part of its rights or duties under this Contract in whole or in part without the prior written consent from the Director, which consent the Director may grant or withhold in its sole and absolute discretion. Any purported transfer without such consent is hereby void.

(d) Notice and Assistance Regarding Intellectual Property Infringement

(1) The Concessioner shall report to the Director promptly, in writing, and in reasonable detail, each notice or claim of intellectual property infringement based on the performance of this Contract of which the Concessioner has knowledge.

(2) In the event of any claim or suit against the United States on account of any alleged intellectual property infringement arising out of performance of this Contract, the Concessioner shall furnish the Director, when requested, all evidence and information in the Concessioner's possession pertaining to such claim or suit.

EXHIBIT A

NONDISCRIMINATION

SEC. 1 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) The Concessioner will comply with all provisions of Executive Order 13658- Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this Contract as if fully set forth in this Contract. The applicable contract clause is available at https://federalregister.gov/a/2014-23533.

(8) 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.

(9) The Concessioner will include the provisions of paragraphs (1) through (8) 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:

(i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;

(ii) 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:

(i) 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;

(ii) discriminating by segregation or other means against any person.

SEC. 2 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

OPERATING PLAN

1) INTRODUCTION 1

2) DEFINITIONS 1

3) MANAGEMENT RESPONSIBILITIES 2

A) CONCESSIONER 2
B) NATIONAL PARK SERVICE 2

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS 2

A) EVALUATIONS AND CONTRACT COMPLIANCE 2
B) RISK MANAGEMENT PLAN 3
C) HUMAN RESOURCES 4
D) EMERGENCY RESPONSE 4
E) PUBLIC RELATIONS 5
F) GENERAL OPERATING PROVISIONS 5
G) TOUR VESSEL USE DAY INITIAL TOUR VESSEL USE DAYS 7
H) TOUR VESSEL USE DAY SCHEDULE 7
I) RELINQUISHED/REVOKED TOUR VESSEL USE DAYS POOL 8
J) CANCELLATION OF SCHEDULED TOUR VESSEL USE DAYS 8
K) TOUR VESSEL OPERATIONS 9
L) INTERPRETIVE PROGRAM 11
M) RESOURCE PROTECTION 13
N) OFF-VESSEL ACTIVITIES (AUTHORIZED SERVICE) 14

5) REQUIRED REPORTS & SUBMISSIONS 15

A) CONCESSIONER OPERATIONAL REPORTS 15
B) SUMMARY OF CONCESSIONER REPORTING REQUIREMENTS: 17

6) ATTACHMENT 1: VESSEL SPECIFICATION FORM 19

7) ATTACHMENT 2: AN EXAMPLE OF A SUCCESSFUL ONE-DAY ITINERARY USING NPS RANGERS 20

8) ATTACHMENT 3: BARTLETT COVE DEVELOPED AREA MAP 21

1) Introduction

This Operating Plan between Alaska Catamaran, LLC (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Glacier Bay National Park & Preserve (hereinafter referred to as the "Area") that 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, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) Definitions

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

(1) "Tour Vessel" means any motor vessel of less than 100 tons gross (U.S. System) or 2,000 tons gross (International Convention System) engaged in transport of passengers for hire and certificated to carry more than 12 passengers overnight or more than 49 passengers for daytime use. (C.F.R. 13.1102)

(2) "Glacier Bay" or "Glacier Bay proper" means all marine waters inside a line from Pt. Gustavus at 135˚54.927' W longitude; 58˚22.748'N latitude and Pt. Carolus at 136˚2.535'W longitude; 58˚22.694'N latitude.

(3) "Park Compendium" or "Compendium" refers to a compendium of Area designations, closures, permit requirements, and other restrictions.

(4) "Tour Vessel Use Day" or "Use Day" means any continuous period of time that a motor vessel is in Glacier Bay operating under this concession contract for a calendar day between the hours of 12 midnight on one day to 12 midnight the next day. Early entry into Glacier Bay proper may be granted at the Superintendent's discretion to a Concessioner, provided a written request is received from that Concessioner at least 45 days in advance of the desired entry date. Approvals for early entry will only be made in writing. At no time will permission be granted when the time from early entry to the time of the vessel's exit from Glacier Bay Proper would exceed a 24-hour period or result in the Area exceeding the maximum number of vessels allowed on any one calendar day by 36 C.F.R. 13.1102 and 13.1160.

(5) "Relinquished/Revoked Tour Vessel Use Day Pool" refers to those Relinquished/Revoked Tour Vessel Use Days for an individual year that are not currently allocated to a specific concessioner, but which may be available for use if offered by the Service.

   (a) "Relinquished Tour Vessel Use Days" are Tour Vessel Use Days that the Concessioner or another concessioner has been allocated, but which the Concessioner or other concessioner has notified the Service, within the requirements of the Contract, that it will not use in a particular year.

   (b) "Revoked Tour Vessel Use Days" are Tour Vessel Use Days that the Service removes from the Concessioner's or another concessioner's Initial Tour Vessel Use Days under the terms of the Contract.

3) Management Responsibilities

A) Concessioner

(1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate a point of contact who:

(a) Has the authority and the managerial experience for operating the services required under the Contract;

(b) Has the authority and managerial experience for operating the services authorized under the Contract in the event the Concessioner chooses to provide the authorized services;

(c) Must employ a staff with the expertise and training to operate all services required and authorized under the Contract;

(d) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,

(e) Has the responsibility for implementing the policies and directives of the Service.

(2) In the absence of the point of contact, the Concessioner must designate an acting point of contact.

(3) Contact information: The Concessioner must provide a current list to the Service with all appropriate points of contact, and provide updated lists to the Service promptly as any changes are made.

B) National Park Service

The Superintendent manages the Area with responsibility for all operations, including appropriate oversight of concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, including the Chief, Concessions Management, the Superintendent reviews, directs, and coordinates concessioner activities relating to the Area. This includes:

(1) Evaluation of concessioner services;

(2) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact; and,

(3) Review and approval of all reporting requirements.

4) General Operating Standards and Requirements

A) Evaluations and Contract Compliance

(1) The Concessioner must ensure the protection of resources, compliance with environmental requirements, and provide satisfactory services and accommodations for Area visitors when within the Area.

(2) The Service and the Concessioner must separately inspect and monitor the services with respect to Service policy, applicable standards, safety, environmental compliance, impacts on cultural and natural resources, and visitor satisfaction and concerns.

(3) Periodic Evaluations. The Service will conduct both announced and unannounced periodic evaluations of the services to ensure conformance to applicable standards.

(4) Annual Overall Rating. The Concessioner receives an annual performance evaluation from the Service. The Concessioner may request to meet with the Service to discuss the annual evaluation, which includes contractual and operational components.

(5) Concessioner Safety Inspection. An "inspection" is defined as a documented examination of all equipment, visitor activities, and work processes to determine compliance with established safety and occupational health regulations. The Concessioner must perform periodic interior and exterior safety inspections of all equipment, vessels, and other personal property, including employee housing spaces. The Concessioner must ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.

(6) Environmental Audit. The Service's Environmental Audit Program evaluates the Concessioner's operations with respect to environmental compliance, conformance with the Concessioner's Environmental Management Program, and Best Management Practices Criteria contained within the current Service environmental audit program operating guidelines. The Service may conduct periodic environmental audits and evaluations.

B) Risk Management Plan

(1) The Concessioner must develop and maintain a Risk Management Plan. The Concessioner will make an initial submittal and request for acceptance of this plan to the Service within 120 days after the Contract's effective date, and will submit any revisions by November 30 of each following year thereafter. The program will include, at a minimum, the following components:

(a) How the policy will be made available to the Concessioner's staff.
(b) The name of the Concessioner's local safety and health official.
(c) How the Concessioner's management team and staff will be held accountable for carrying out the risk management program.
(d) How the Concessioner will ensure that adequate funding is available to support the program.
(e) An annual update of the Concessioner's risk management goals and objectives.
(f) Annual inspection schedules and the method for ensuring that the inspections are conducted.
(g) The Concessioner's method for ensuring that its employees are capable of recognizing and evaluating hazards.
(h) The Concessioner's records management plan for risk management (e.g., training, inspection, and accident/injury records).
(i) How deficiencies will be classified (examples) and the hazard abatement schedule for deficiencies classified as:

- Imminent danger
- Serious hazard
- Non-serious hazard

(j) The Concessioner's procedures for recording, reporting and investigating employee and guest injuries.
(k) How the Concessioner will promote safety awareness for guests.
(l) The Concessioner's risk management training plan for employees.
(m) The Concessioner's emergency procedures. This includes identifying probable occurrences, coordinating with plans developed by the Service, and identifying how the Concessioner's staff will be trained to implement the plans.
(n) The Concessioner's procedures to mitigate casualties and infractions. The Concessioner will include details of its strategy to mitigate casualties and infractions and the plan for resolution when they occur. Information will include at a minimum, steps with regard to Awareness, Policies and Procedures, Training/Education, Communication, Review and Corrective Action. *(PSF3(c)*

(2) Emergency Response for Release of Hazardous Substances. The Concessioner must provide plans and procedures, equipment and training to employees to respond effectively to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These must include, as applicable by regulation, an Emergency Action Plan, Emergency Response Plan, Spill Prevention Control and Countermeasure (SPCC) Plan. The Concessioner must submit these plans to the Service within 120 days of the effective date of this Contract. These stand-alone planning requirements must also be referenced as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide emergency response equipment as appropriate and maintain it in good condition. These plans must be consistent with each other and integrated with Service emergency response plans.

(3) Illness and Infestation Prevention and Response. The Concessioner must include in its Risk Management Plan its inspection, prevention and response procedures to minimize the risk and impact of common communicable diseases, vector borne illnesses, or pest infestations. The Concessioner must include appropriate elements of these inspection, prevention, and response procedures in its housekeeping, housing management, and facility maintenance procedures. The Concessioner must address at least the following types of infestations and illnesses: bedbugs, norovirus, Hantavirus, West Nile virus, influenza, Rocky Mountain spotted fever, and relapsing fever.

C) Human Resources

(1) Employee Appearance and Attitude. Employees in direct contact with the public must wear personal name tags, uniforms or standardized clothing to identify them as the guide. Employees must be neat and clean in appearance and must project a hospitable, friendly, helpful, positive attitude, be capable and willing to answer visitors' questions, and provide visitor assistance.

(2) Drug-free Environments. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner must ensure any employees who are in a position where a federal or state law so requires, participate in an appropriate drug-testing program. If the Concessioner finds evidence of illegal drug use/possession/distribution within the Area they must immediately contact the Service.

(3) Service Employees. The Concessioner must not employ, in any status, a Service employee (or that employee's spouse or dependents) of the Superintendent's office, Business Resources office, or Public Health Sanitarian. The Concessioner must not employ, in any status, a spouse or dependent of other Service employees without the Superintendent's prior written approval.

(4) Concessioner Employee Experience.

(a) Captains must possess previous experience navigating in Southeast Alaska waters. *[PSF1(a)]*

(b) To the extent allowed by law, when hiring new Expedition Leaders, or equivalent personnel, preference must be given to individuals with previous experience working in a capacity that has involved research, guiding, teaching, or interpretive services related to the natural environment and/or wildlife of Southeast Alaska. *[PSF1(a)]*

(5) Concessioner Employee Training.

(a) The Concessioner will provide a two-week, interactive training program for its staff members prior to opening its season's operations. This training program will include but not be limited to the following elements: instructing guests on wildlife behavior so as to minimize wildlife impacts; outdoor ethics; role playing exercises with round table discussion. In addition, each member of the interpretive staff must give an interpretative presentation to fellow teammates for feedback prior to presenting to vessel guests. *[PSF 3(b)]*

(b) Expedition Leaders, or equivalent personnel participate in a pre-season, 2-day workshop on storytelling and presentation skills provided by Alaska Native Voices or equivalent. *[PSF 3(b)]*

(c) The Concessioner will provide training to its staff regarding guest hospitality through its program "True Alaskan Hospitality" or equivalent. *[PSF 3(b)]*

(d) In addition to other applicable laws, the Concessioner will adhere to and train its employees on the guidelines and advice published by the National Marine Fisheries Service (NMFS) in "Marine Mammal Viewing Guidelines and Regulations." *[PSF 1(a)]*

(e) The Concessioner will make available, upon request by the Service, a copy of its training program materials.

D) Emergency Response

The Concessioner must provide plans and procedures, equipment and training to employees to respond effectively to releases of hazardous substances for the purpose of stopping the release. These include an Emergency Action Plan and an Emergency Response Plan. The Concessioner must provide and maintain emergency response equipment as appropriate. The Concessioner must provide these plans to the Service, if requested.

E) Public Relations

(1) Public Statements. The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area to the Service. This includes all media interviews.

(2) Use of National Park Service Authorized Concessioner Mark

(a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."

(b) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal overall rating in the previous Annual Overall Review to continue to use the Mark following the first year of the Contract.

(c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications; written advertising; brochures associated with required or authorized services; web-based information; interpretive materials; broadcasts (television, film or other audio/visual); facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.

(d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs, and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment, including transportation equipment, not specifically providing required or authorized visitor services.

(e) Approval. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request in writing.

(f) Artwork and Layout. The Concessioner must use official artwork provided by the Service in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site.

(3) Advertisements and Promotional Material

(a) Approval. Before the Concessioner distributes any promotional or informational material, the Concessioner must submit the proposed material to the Service for approval. This comprises all promotional and informational material, including website information and social media. The Concessioner must contact the Service well in advance to establish specific time frames for each project review. The Concessioner must remove all unapproved promotional material from circulation at the request of the Service.

(b) Changes. The Concessioner must submit all promotional media (including websites) changes and layout to the Service for review at least 30 days prior to implementation or printing. The Service will make every effort to respond to minor changes to submissions and other texts within 15 days. Longer periods may be required for major projects or where Service staff assistance is requested to help develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.

(c) Material. The Concessioner should publish all advertisements and promotional material using recycled, post-consumer paper and double-sided.

(4) Statements

(a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Glacier Bay National Park & Preserve.

(b) Advertisements for employment must state that the company is an equal opportunity employer.

F) General Operating Provisions

(1) All vessel operations shall comply with relevant National Park Service regulations with particular attention to applicable elements of 36 C.F.R Part 13 Subpart N and the Park Compendium.

(2) Food and beverage service shall be conducted in conformance with the U.S. Public Health Service, Food and Drug Administration Food Code.

(3) Feeding wildlife is prohibited in national parks by federal law. The Concessioner will ensure that crew and passengers do not feed wildlife (including birds), and that food and garbage are not accessible to wildlife.

(4) Use of bays and inlets within the Area, but outside Glacier Bay proper, is limited to one tour vessel at a time in each of the following areas: Lituya Bay, Palma Bay/Astrolabe Bay, Dixon Harbor, Torch Bay, Murk Bay/Graves Harbor, Dick's Arm, Taylor Bay/Fern Harbor, Dundas Bay and Sawmill Bay/Excursion Inlet (west side). The Concessioner must coordinate its itinerary with other tour vessel contract holders to insure this limit is not exceeded.

(5) The Concessioner shall remove all solid wastes from the Area for proper separation, recycling and disposal. Use of Service solid waste receptacles or the Area landfill is prohibited.

(6) The Concessioner is required to notify the Service Dispatcher at the Visitor Information Station at 907-697-2627 or marine band radio (hail KWM 20 Bartlett Cove on channel 16) within 48 hours in advance of entering Glacier Bay or immediately upon entry to confirm the following:

   (a) Name of the vessel operator (captain);

   (b) Name of the vessel;

   (c) Name of the concessioner

   (d) Number of guests and crew on board the vessel; and

   (e) Confirm the scheduled entry and departure dates for that trip.

(7) Bartlett Cove or other locations in Glacier Bay National Park cannot be used as an operating base for commercial activities authorized by this contract.

(8) Each vessel operator and guide leading off-vessel activities is required to attend an annual orientation meeting prior to each operating season to review and receive continuing education about vessel regulations, wildlife viewing, bear safety, wilderness and leave no trace ethics. Several options for in person and virtual meetings will be available each year. This orientation will be an expansion of the general boater orientation that is required of all vessel operators.

(9) Visitor Comments. The Concessioner must make Service-approved comment cards, or equivalent, available to visitors in order to measure service and quality standards and overall experience. Comment cards will be included on the tour vessel. The Concessioner must provide the Service with copies of all guest written comments on an annual basis. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations on the vessel.

   (a) The Concessioner must investigate and respond to all visitor complaints regarding its services within 10 business days of receipt. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation at the time of the response.

   (b) The Concessioner promptly must provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern about the safety of Area resources.

   (c) The Service will forward to the Concessioner any comments and complaints received regarding services. The Concessioner must investigate and respond to these complaints within 10 business days of receipt. The Concessioner must provide the Service with a copy of the response. Annually, the Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires. The annual customer satisfaction data is due to the Service by October 15. Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.

G) Tour Vessel Use Day Initial Tour Vessel Use Days

(1) Season. The season is defined from May 1 through September 30 each year, resulting in a total Tour Vessel Use Days of 306.

(2) The Concessioner has __102__ Initial Tour Vessel Use Days. *[Transmittal Letter]*

(3) Initial Tour Vessel Use Days will be scheduled during a scheduling meeting, see Section H), below.

(4) The Concessioner must annually use a minimum of 80% of its Initial Tour Vessel Use Days. If a Concessioner fails to do so, the Service will permanently revoke 20% of its Initial Tour Vessel Use Days prior to the next operating season and put those days in the Relinquished/Revoked Vessel Use Day Pool. The Concessioner will have the opportunity, along with other eligible Concessioners, to request Vessel Use Days from the Relinquished/Revoked Tour Vessel Use Day Pool through the process described in Section I below.

(5) For any subsequent operating season where the Concessioner fails to use a minimum of 80% of its current (i.e., reduced) Initial Vessel Use Days, the Service will revoke an additional 20% of its remaining Initial Vessel Use Days.

H) Tour Vessel Use Day Schedule

(1) By March 1 of each year, the Service will manage and lead a scheduling meeting to set the Tour Vessel Use Day schedule. At this meeting, Concessioner, together with all other tour vessel concessioners, will schedule its Tour Vessel Use Days to actual calendar days for the following season (i.e.., by March 1, 2016 for the 2017 season).

(a) The Concessioner must participate. The meeting may be held in person or offer remote participation.

(b) The Service will determine and notify the Concessioner of the exact date and location of the meeting by January 15 of each year.

(c) Each year, during the meeting, the Concessioner, together with all other tour vessel concessioners, must schedule its Initial Tour Vessel Use Days, minus any of its revoked Tour Vessel Use Days. The Concessioner must also schedule Tour Vessel Use Days acquired from the Relinquished/Revoked Tour Vessel Use Day Pool during this meeting. See Section I below for more information on the Relinquished/Revoked Tour Vessel Use Day Pool.

(d) Prior to the scheduling meeting, if the Concessioner knows it will not use all of its Initial Tour Vessel Use Days during the upcoming season, it must notify the Service in writing of the number of Tour Vessel Use Days it will relinquish. The relinquishing of these Tour Vessel Use Days prior to the scheduling meeting will not permanently reduce the Concessioner's Initial Tour Vessel Use Days except as specified in Section 4(G)(4).

(2) The Service will manage the scheduling process in the following manner:

(a) At the beginning of the scheduling meeting for the first year of the Contract, all Concessioners holding a tour vessel contract will be selected by random drawing to determine the order in which they must schedule their Initial Tour Vessel Use Days. There will be one slot for each Concessioner awarded a tour vessel contract.

(b) Each subsequent year, the original random order will adjust one slot, with the concessioner holding the first slot moving to the end of the order and each remaining concessioner moving one slot up. (For example, if Concessioner A holds Slot 1 after the random drawing for scheduling the 2016 season, Concessioner A will move down to the last slot for scheduling the 2017 season. If Concessioner B held Slot 2 after the random drawing for scheduling the 2016 season, Concessioner B will move to Slot 1 for scheduling the 2017 season and then to the last slot for 2018.)

(c) The selection of calendar days will occur in Rounds. In Round One of the Tour Vessel Use Day Scheduling, each concessioner, during its turn, will schedule 5% of its Initial Tour Vessel Use Days less any Relinquished/Revoked Tour Vessel Use Days. (For example, if Concessioner A has 65 Initial Tour Vessel Use Days and has relinquished 5 of those Use Days, it will schedule 5% of 60, or 3 Tour Vessel Use Days.)

- In applying 5% to the Initial Tour Vessel Use Days less Relinquished/Revoked Tour Vessel Use Days, the following rounding rule will apply: any fraction of a Use Day under .50 will be rounded down to the nearest whole number; any fraction of a Use Day above .50 will be rounded up to the nearest whole number; any fraction of a Use Day that equals .50 will be rounded up to the nearest whole number.
- Any fraction of a Use Day under one will be rounded up to one.

(d) After all concessioners have had an opportunity to schedule the first 5% of their Initial Tour Vessel Use Days, the Service will return to the top of the random order list and move on to Round 2 of scheduling, and, like Round 1, each Concessioner, in turn, will schedule 5% of its Initial Tour Vessel Use Days less any Relinquished/Revoked Tour Vessel Use Days. Scheduling will continue in this manner until either all of the Initial Tour Vessel Use Days for each Concessioner have been scheduled or the remaining Initial Tour Vessel Use Days have been relinquished.

(e) Concessioner must operate in the Area according to the schedule set during the scheduling meeting, unless the schedule is modified by the Service due to cancellations described below.

(3) If the Concessioner chooses not to schedule all of its Initial Tour Vessel Use Days at the scheduling meeting, the Concessioner must relinquish the remaining unscheduled Initial Tour Vessel Use Days to the Relinquished/Revoked Tour Vessel Use Days Pool. Tour Vessel Use Days the Concessioner agrees to relinquish during scheduling are not considered a permanent reduction of a Concessioner's Initial Tour Vessel Use Days.

I) Relinquished/Revoked Tour Vessel Use Days Pool

(1) Relinquished/Revoked Tour Vessel Use Day Pool, Relinquished Tour Vessel Use Days, and Revoked Tour Vessel Use Days are defined in this document at Section 2, Definitions, of this Operating Plan.

(2) When a concessioner relinquishes any of its Initial Tour Vessel Use Days, the Relinquished Tour Vessel Use Days will be added to the Relinquished/Revoked Tour Vessel Use Days Pool

(3) Permanently revoked Tour Vessel Use Days will remain in the Relinquished/Revoked Tour Vessel Use Days Pool for the remainder of the Contract term.

(4) Process for offering concessioners Relinquished/Revoked Tour Vessel Use Days.

(a) The Service will use the same order described in Section H(2), above to offer concessioners Tour Vessel Use Days from the Relinquished/Revoked Tour Vessel Use Days Pool.

(b) There is no limit to the number of Tour Vessel Use Days that a concessioner may annually receive from the Relinquished/Revoked Tour Vessel Use Day Pool.

(5) Process for scheduling Relinquished/Revoked Tour Vessel Use Days. The same order and process described in Section H(2) above for the Tour Vessel Use Day schedule will be used to schedule Tour Vessel Use Days from the Relinquished/Revoked Tour Vessel Use Days Pool, except Relinquished/Revoked Tour Vessel Use Days from the Relinquished/Revoked Tour Vessel Use Day Pool will be scheduled one Tour Vessel Use Day at a time instead of 5% of the Initial Tour Vessel Use Days. The scheduling will occur at the annual meeting after the Initial Tour Vessel Use Days have been scheduled,

J) Cancellation of Scheduled Tour Vessel Use Days

(1) The Concessioner must notify the Area's concessions office of any cancellations of scheduled Tour Vessel Use Days, both Initial Tour Vessel Use Days and any from the Relinquished/Revoked Tour Vessel Use Days Pool as early as possible, but no less than 48 hours before scheduled to enter Glacier Bay.

(2) If the Concessioner fails to notify the Area's concessions office of a cancelled Initial Tour Vessel Use Day or Relinquished/Revoked Tour Vessel Use Day prior to 48 hours before it is scheduled to enter Glacier Bay Proper, the Service will permanently revoke one Initial Tour Vessel Use Day from the Concessioner for each cancelled Tour Vessel Use Day of which it failed to notify the

concession office. The Service may restore a permanently revoked Tour Vessel Use Day if it determines that the failure to use the Tour Vessel Use Day resulted from circumstances beyond the Concessioner's control. The Concessioner must inform the Service in writing as soon as it becomes aware of the circumstances that preclude use of the scheduled Tour Vessel Use Day.

(3) The Service will offer unscheduled Relinquished/Revoked Tour Vessel Use Days and cancelled scheduled Tour Vessel Use Days to tour vessel concessioners using the same selection order from the most recent scheduling meeting. Each Concessioner is offered one cancelled Tour Vessel Use Day at a time.

K) Tour Vessel Operations

(1) Operating Requirements

(a) The Concessioner will take appropriate precautions to insure that its vessel's wake will not injure a visitor or cause damage to other vessels or the Bartlett Cove Public Use Dock.

(b) 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. The overtaking vessel should pass offshore of the other vessel or kayak (and not travel between vessel and shoreline). The Concessioner will reduce vessel speed to 5-knots (or less) when passing kayakers and other small boats. *[PSF 1(b)]*

(c) When a Concessioner vessel is overtaking a Service cruise-ship transfer vessel, the captain will radio the Service transfer vessel and coordinate a course that will minimize potential conflict. During a cruise ship transfer, concessioner vessels should avoid creating a wake that could endanger boarding personnel.

(d) Vessel operators of all Concession vessels will report all sightings of injured, entangled, or dead marine mammals by marine band radio to KWM 20 Bartlett Cove.

(e) The Concessioner will not cache or store materials, supplies, or equipment of any type at any location in the Area.

(f) The Concessioner will provide binoculars to its key staff and assign the staff to observe, recognize and predict wildlife behavior. *[PSF 1(a)]*

(g) The Concessioner will provide binoculars to its guests and encourage guests to alert crew members if they think they see wildlife. *[PSF 1(a)]*

(h) The Concessioner will approach no closer than ¼ mile to the face of any glacier. *[PSF 1(b)]*

(2) Vessel Requirements. The Concessioner must obtain Service approval of the vessel prior to its use. The vessel must meet all Applicable Laws, including but not limited to, the following.

(a) All vessels operating in Glacier Bay National Park & Preserve must comply with Area regulations about vessel operations. These regulations are available on the Area's website at http://www.nps.gov/glba/parknews/glacier-bay-national-park-vessel-management-plan-regulations.htm

(b) The Concessioner must submit to the Service within 60 days of the effective date of the Contract, the vessel specification form provided as an attachment to this Operating Plan. No tour vessel may enter Glacier Bay without an approved vessel specification form.

- The Concessioner must notify the Service of any new vessel(s) the Concessioner intends to use under this Contract. The Concessioner must submit the vessel specification form to the Service for approval at least 30 days before the expected use date of the vessel.
- The Concessioner must notify the Service of modifications to previously approved tour vessels and submit an updated vessel specification form. The Concessioner must submit the updated vessel specification form to the Service for approval at least 30 days before the expected use date of the vessel.

(c) 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.

(d) Have appropriate U.S. Coast Guard certification to perform off-vessel activities, if authorized services are provided.

(e) Have a properly registered and programmed Class A Automatic Identification System (AIS) in operation while the vessel is in service.

(f) Have appropriately sized personal flotation devices (pfds) onboard for all passengers, including adults and children.

(g) Have at least one crewmember certified in standard First Aid, CPR, and use of the automatic defibrillator on the vessel during all day tours.

(h) Carry a first aid kit, including an automated external defibrillator. The contents of the first aid kit will be subject to review by the Chief Ranger.

(i) Not discharge wastewater into the Service operated wastewater treatment plant at Bartlett Cove without the written approval of the Service.

(j) Have a bilge monitoring system that prevents discharge of oil or oily water, except in an emergency.

(k) Have LED lighting wherever feasible. *[SSF 1]*

(l) The Concessioner will provide daily, monthly and annual inspections for all of its vessels. *[PSF 1(b)]*

(m) The Concessioner will ensure no routine or ongoing vessel maintenance will take place in the Area. *[PSF 1(b)]*

(n) The Concessioner will provide covered receptacles on the outside decks of its vessels. *[PSF 1(b)]*

(o) Vessels will be outfitted with an UltraBurn Combustion Catalyst System® to increase fuel efficiency and reduce emissions. *[PSF 1(c)]*

(p) Prior to diverging from a planned itinerary established for the day, the Captain will consult with the Park Ranger. *[PSF 2(a)]*

(3) Underwater Noise Monitoring. For each vessel the Service approves the Concessioner to operate under this concession contract, the Concessioner must coordinate with the Service to schedule a time to run the vessel past the hydrophone at a Service-prescribed course and speed to allow the Service to make a calibrated measurement of the vessel. The Concessioner must coordinate measurement to occur during first year of the Contract and anytime a new vessel is approved for operation under this concession contract.

(4) Service-defined minimum specifications. In addition to the above Vessel Requirements, the vessel must meet the following Service-defined minimum specifications.

(a)	Airborne Noise. Per 36 C.F.R. 3.15, a person may not operate a vessel at a noise level exceeding: (1) 75dB(A) measured utilizing test procedures applicable to vessels underway (Society of Automotive Engineers SAE—J1970); or (2) 88dB(A) measured utilizing test procedures applicable to stationary vessels underway (Society of Automotive Engineers SAE—J2005).
(b)	Underwater Noise. Vessels will not radiate underwater noise greater than 172.7 dB at a speed of 8-10 knots. *[PSF 1(c)]*
(c)	Tour vessel means any motor vessel of less than 100 tons gross (U.S. System) or 2,000 tons gross (International Convention System) engaged in transport of passengers for hire and certificated to carry more than 12 passengers over-night or more than 49 passengers for daytime use. (36 C.F.R 13.1102.
(d)	Wastewater. Vessel must comply with all EPA and U.S. Coast Guard requirements. At a minimum, the vessel must use U.S. Coast Guard certified Type I or II (on-board treatment) Marine Sanitation Device (MSD) and Type III (holding tanks for pump-out) (MSD).
(e)	Hull Type. Hull design that allows safe, energy-efficient travel and stands up to the rigors of Alaska and Glacier Bay environment.

(f)	Exterior Space. Exterior space that accommodates viewing for majority of passengers, conducive for viewing scenery, wildlife and the natural environment while vessel is underway.

L) Interpretive Program

An approved interpretive program is a required element of the Contract. A Concessioner may elect to participate in the National Park Service Ranger Interpretive Program (on a cost recovery basis) or develop its own program. The Concessioner's program must be approved by the Service before use.

(1) The Service will notify the Concessioner of the cost recovery rate for the first year of the Contract within 30 days of Contract award. Within 30 days of receiving that notification, the Concessioner must notify the Service if it will participate in the Service-provided Interpretive Program, and annually thereafter by October 1 of each year. If not participating in the Service-provided Interpretive Program, a presentation of the Concessioner's plan for an interpretive program must be submitted for Service approval at that time. The Service will review and provide comments on the program within 30 days. If revisions are necessary, the Concessioner will revise and re-deliver the program to the Service for approval within 14 days.

(a) The Concessioner will participate in the NPS Ranger Interpretive Program (on a cost recovery basis) and otherwise comply with the minimum requirements for Interpretive Program set forth in the Operating Plan. *[PSF 2(b)]*

(2) Logistics. If the Concessioner chooses to include NPS rangers onboard the vessel on a cost-recovery basis, the following logistics apply:

(a) Stop at Bartlett Cove upon entering Glacier Bay proper to board National Park Service Ranger. The tour vessel will stop at Bartlett Cove on departing Glacier Bay proper to disembark the Ranger(s); boarding or disembarkation of the Service Ranger at locations other than Bartlett Cove requires prior approval of the Service and may incur additional cost for transportation to the alternate location(s).

(b) Requests for regularly occurring alternative boarding locations and times should be submitted to the Service prior to January 1st of each year.

(c) Provide accommodations for the Ranger while on board, including a private stateroom, crew quarters, or a shared room with an officer or crew member of the same gender for overnight trips. Other arrangements require prior Service approval. The Service Rangers(s) are to be included in passenger activities in order to maximize informal interpretive opportunities, and enhance the Glacier Bay experience;

(d) If possible, notify the Service 3 weeks prior to arrival of any onboard specialty groups/tours (e.g. special interests, charter groups, foreign language speakers, high number of youth) in order for the Service to facilitate enhanced interpretive programming and passenger opportunities;

(e) An example of a successful one-day itinerary using NPS rangers is included as Attachment 2 to this Operating Plan.

(f) Concessioner will provide a central location (e.g. table in viewing lounge) to showcase a variety of hands-on displays and materials (furs, skulls, and natural history specimens) and wall space to display maps that can indicate daily route and highlights and natural history posters to enhance the visitor experience.

(g) Safety: Appropriate Concessioner personnel must be trained in and demonstrate safe practices for vessel boarding, including cold water immersion training, radio communication training, and operational leadership. Appropriate personnel must have a minimum of Standard CPR/First Aid. Each such personnel member's safety training must be at least 24 hours in length. Job Hazard Analysis for each operation will be developed, evaluated, and closely followed.

(3) The following criterion describes the minimum required interpretive program.

(a) The interpretive program must include:

- A well planned itinerary. The tour vessel itinerary is a significant element in ensuring that passengers have a reasonable opportunity to enjoy, learn about, and experience the Area. Vessel Captain, crew, and expedition leader will plan the day's route, itinerary, and schedule cooperatively with the interpreter to provide for the best possible passenger experience of Glacier Bay, in consideration of weather, tides, recent wildlife sightings, speed, area closures, length of daylight, and seasonal highlights.
- An introductory short talk including a welcome and introduction to Glacier Bay National Park resources, significance, and the Service mission, and an orientation of the trip itinerary for all passengers in a main lounge;
- Reaching the face of at least one tidewater glacier (either Margerie or Johns Hopkins/Gilman) and spend at least 30 minutes at the face in order to provide a memorable glacier experience,
- Spending at least 15 minutes at South Marble Island for wildlife viewing opportunities;
- For the optimal Glacier Bay experience, no conflicting onboard programming/activities (e.g. meals, orientations, specialty seminars) should be scheduled in the glacier viewing area (e.g. north of Queen Inlet northbound and south of Reid Inlet southbound) and other primary features of interest (e.g. South Marble Island and Sitakaday Narrows/Whale Waters).
- Short talks and demonstrations related to relevant Glacier Bay National Park resources such as glaciers and glacier dynamics, marine wildlife, oceanography, etc., in lounges and/or on the deck occasionally during the day. This includes a seabird identification and natural history orientation in advance of arriving at South Marble Island.
- The interpretive program will provide effective interpretation to diverse audiences, including foreign language speaking passengers. When applicable, a comprehensive children's program that is based on a variety of Glacier Bay's interpretive themes will be presented with appropriate activities for the application age groups (preschool through high school) and learning styles. The program includes appropriate materials and supplies to support hands-on learning. Children will also have the opportunity to participate in the Area's Junior Ranger Program.
- Roving interactions throughout the entire day (providing informal visitor contacts) to answer visitor questions and share experiences, as well as provide orientation, information, and informal interpretive services, at wildlife sightings, glacier viewing, and other highlights in response to specific passenger questions and interests.
- If time and weather conditions are conducive, formal presentations including audio/visual, living history, or other presentations relating the significance of Glacier Bay natural and cultural history. All images, video, and music used in such presentations will be of professional quality. Formal presentations are scheduled appropriately to not interfere with primary glacier viewing and wildlife viewing opportunities (while in the glacier viewing area or at other primary points of interest).

(4) In support of the Interpretive Program, the vessel will be equipped with

(a) A public address system with wireless microphone that broadcasts on both inside and outside speakers for use in the approved interpretive program. Microphone must transmit from all public viewing areas, inside and outside, with clear audio quality. PA system will be capable of broadcasting to certain zones rather than ship-wide and be capable of shutting off outside deck speakers. PA system will have an override feature that allows the Captain to broadcast messages in the event of an emergency. *[PSF 1(c)]*

(b) Audio-visual equipment and set up for multi-media interpretive presentations;

(c) Reference materials, such as appropriate natural history field guides, and Glacier Bay specific publications.

(5) Staffing. The interpreters must have a working knowledge of the cultural and natural history of Glacier Bay and the skills and abilities to research, prepare and present professional quality interpretive programs to diverse audiences including children, considering a variety of learning styles and adaptive methods to meet the needs of diverse audiences, including multiple cultures and foreign languages.

(6) The approved interpretive program and interpreters' written outlines for presentations will be evaluated for its effectiveness in meeting Service mission goals.

(7) Enriching Visitor Education.

(a) The Concessioner will provide pre-trip educational materials to its guests to include information obtained from its website and a pre-arrival orientation. *[PSF 2(b)]*

(b) The Concessioner will maintain onboard a library of educational and reference materials for adults and children. The library will contain, but not be limited to the following items: books, maps, charts, articles and DVDs relevant to the environment and culture of the Area. *[PSF 2(b)]*

(c) At booking, the Concessioner will request the age of all children that will be onboard and will provide the Service advance information so that the Service will be prepared to address families with children. *[PSF 2(b)]*

(d) The Concessioner will identify at booking those guests that either speak English as a second language or don't speak English at all and provide the guests with translated text of the orientation to the Area's history, cultural importance, resources, mission, and significance as a UNESCO World Heritage Site. In addition, the Concessioner will provide translated text that follows the itinerary's highlights of the day. *[PSF 2(b)]*

(e) The Concessioner will provide a spotting scope for guest use. *[PSF 2(b)]*

(f) The Concessioner will use its GoPro cameras and hydrophone to enhance the guests experience. In addition, while the ship is underway the Concessioner will project on a monitor in the lounge area, an image of the chart that is used on the bridge for guest real time viewing. *[PSF 2(b)]*

At the end of each voyage, the Concessioner will provide a DVD to guests that include photos of the places they visited, wildlife they've seen, and highlighted images of the day in the Area. *[PSF 2(b)]*

M) Resource Protection

(1) Tour vessels are prohibited from entering all wilderness waters and all other areas closed to motorized vessel traffic in the Area.

(2) The Concessioner will submit a copy of its Code of Conduct for Vessel Based Viewing to the Service for approval, which shall include minimum approach distances for different types of wildlife (i.e., the closest that a vessel may approach wildlife). If the Concessioner modifies the plan after the Service approves it, the Concessioner will promptly submit the revised plan to the Service. *[PSF 1(a)]*

(3) The Concessioner will analyze its itineraries and implement changes to realize fuel consumption savings. *[SSF 1]*

(4) The Service authorizes tour vessels to provide off-vessel activities while meeting applicable social and resource standards.

(5) The Concessioner will conduct a base line audit of its solid waste stream and monitor biannually to monitor progress in overall solid waste generation. *[SSF 1]*

(6) The Concessioner will implement a Green Purchasing program and follow the EPA Environmentally Preferable Purchasing Guide. *[SSF 1]*

(7) To the greatest extent possible the Concessioner will purchase disposables and it will choose biodegradables and products made from renewable sources. *[SSF 1]*

(8) To the greatest extent possible the Concessioner will use environmentally preferable chemicals for vessel cleaning and maintenance. *[SSF 1]*

(9) The Concessioner will implement a towel and linen passenger participant program. *[SSF 1]*

(10) The Concessioner will reduce paper use by using electronic communications and e-files as much as possible. *[SSF 1]*

(11) To reduce plastic bottle waste the Concessioner will provide refillable water bottles to its passengers. *[SSF 1]*

(12) The Concessioner will provide reusable rubber boots to passengers while on the voyage. *[SSF 1]*

(13) To the greatest extent possible the Concessioner will take waste oil from the vessels ashore and reuse as heating oil. *[SSF 1]*

(14) The Concessioner will provide a recycling program on its vessels that consists of the collection and separation of paper, plastic, aluminum, glass, batteries, printer cartridges, and cardboard. Concessioner will off-load recyclables at approved recycling centers. *[SSF 1]*

(15) The Concessioner will provide covered trash receptacles and messaging to passengers and crew instructing them not to throw anything overboard. *[PSF 1(b)]*

(16) The Concessioner will communicate and coordinate with other operators and the Service to minimize congestion and update vessel itineraries as needed. *[SSF 2]*

N) Off-Vessel Activities (Authorized Service)

(1) General

(a) Off-vessel activities are non-motorized water based and land based activities occurring off a tour vessel.

(b) Off-vessel activities are only permitted in accordance with the terms of the Concession Contract under which the tour vessel entered Glacier Bay. The Concessioner cannot combine concession contracts to provide the Concessioner additional off-vessel activities.

(c) The Concessioner cannot offer guided fishing activities or provide fishing equipment. Fishing is not authorized from the tour vessel.

(d) At the discretion of the Service, off-vessel activity locations and operations may be evaluated annually, and locations may be adjusted to address resource impact and visitor experience concerns.

(2) Off-Vessel Activities occurring in Bartlett Cove Developed Area: (See Attachment 3 for map).

(a) Off-Vessel Activities occurring in Bartlett Cove Developed Area must comply with the Superintendent's compendium.

(3) Off-Vessel Activities occurring outside of the Bartlett Cove Developed Area

(a) Guided day hikes

- Group size limit is 12, including guides

(b) Guided day trips with non-mechanized watercraft

- Group size limit is 12, including guides. The Concessioner must not exceed 8 kayaks per group.

(c) Unless specifically authorized in writing by the Service, unguided activities outside of the Bartlett Cove Developed Area are not permitted.

(4) Off-vessel activities in waters not designated as wilderness.

(a) Off-vessel activities in waters not designated as wilderness must disperse, preferably out of sight of one another, but if that is not achievable, at least 1 nautical mile from other groups from the same tour vessel or other commercial vessel(s).

(b) Off-vessel activities must be conducted in such a way as to minimize intrusion on marine and terrestrial wildlife and on other Area visitors.

(c) Only one tour vessel will be allowed to use an area for off-vessel activities at one time.

(5) Wilderness-based off-vessel activities

(a) In general, when occurring within designated wilderness (land or water), no more than two wilderness-based, off-vessel activities may occur at any one location at any one time while

maintaining strict adherence to out-of-sight provisions to reduce travel encounters among wilderness visitors.

(b) "Out of sight" means that each group will not be in view of each other at any time during the off-vessel activities and that wilderness-based, off-vessel activities may not be conducted within sight of each other or within sight of locations where other wilderness visitors are detectably present.

(c) Only one tour vessel will be allowed to use an area for off-vessel activities at one time.

(6) Heavy Use Locations

(a) At the discretion of the Service, two or more heavy use locations within Glacier Bay proper may be designated annually. These locations will be defined by the Service and delineated geographically. The amount of off-vessel activity will be dependent on the location and will be defined by the Area and reviewed each year. The Service will provide the Concessioner with the annual heavy use location and Operating Plan by January 1 of each year.

(b) Within these heavy use locations, two or more wilderness-based, off-vessel activities may be permitted to occur at one time, with less restrictive requirements regarding staying out of sight of other wilderness visitors.

(c) The Service may allow more than one tour vessel to conduct off-vessel activities in these heavy use locations at the same time.

(7) Site specific off vessel activity restrictions:

(a) Tour Vessels activities, including off-vessel activities, are not allowed in the McBride Inlet area and the wilderness waters of Dundas Bay.

- McBride Area is defined as: between lines that run from the base of McConnell Ridge (59.044421°) due west to its intersection with the western shore of Muir Inlet and from the base of Van Horn Ridge (59.021145°) due west to its intersection with western shore of Muir Inlet.

(b) Off-vessel activities are prohibited within 100 yards of colonies of nesting seabirds such as glaucous-winged gulls, mew gulls, and arctic terns. Colonies are defined as greater than five nesting pairs. In addition, groups should stay 50 yards from the nests of solitary nesting seabirds such as black oystercatchers.

(8) Off-vessel activities are prohibited within ¼ mile of river banks upstream of an imaginary line across the mouth of the river at mean high water when salmon are actively spawning. Exceptions to this restriction include the Bartlett River or under special permit by the Service. Evidence of salmon spawning includes the presence of salmon in the creek and/or recent scavenging for salmon along the bank.

5) <u>Required Reports & Submissions</u>

A) Concessioner Operational Reports

(1) The Concessioner must provide the Service any and all supporting documentation for all operational reports upon request.

(2) Management Listing and Organizational Hierarchy. The Concessioner's point of contact must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers prior to the start of the season of each year. The Concessioner must promptly notify the Service of any changes.

(3) *Incident Reporting*. Vessel operators will immediately report violations of Service regulations and all other Applicable Laws. The following incidents will be immediately reported by radio to KWM 20 Bartlett Cove or by satellite telephone to the Service Dispatcher at the Visitor Information Station at 907-697-2651 or the Alaska Regional Communication Center at 907-683-9555 (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.)

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

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

(c) Wildlife incidents involving collision, injury, property damage, or threat to humans or wildlife.

(d) Disruptions or alterations in service.

(e) Any whale strike or possible whale-vessel collision (where it is unknown whether a collision occurred) by the tour vessel or tender or kayak.

- Whale Strike is defined as when a crew member or other credible observer sees a whale passing so close to the vessel that a collision seems inevitable and/or a shudder is felt, such that they believe that a collision has occurred or is likely to have occurred.
- Possible Whale-Vessel Collision is defined when crew member or other credible observer sees an encounter so close that a collision may have occurred but is uncertain as to whether it did occur.

(f) Any accident resulting in property damage, personal injury, or death.

(g) Any incidents with property damage over $500.

(h) Any fatalities or injury sustained by a visitor or employee in a concession facility, and/or all medical emergencies must be reported promptly to the Service Dispatcher at the Visitor Information Station at 907-697-2651.

(i) All suspected or known regulatory or criminal violations.

(j) Other incidents that may affect Area resources (e.g., fires, hazardous material spills, collisions with whales) or violate state and federal law.

(k) A summary of all incidents occurring during the season must be included in the annual-report by October 15.

(4) Human Illness Reporting. The Concessioner immediately must report any suspected outbreak of human illness, whether employees or guests, to the Service. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions. Reports must be made by telephone and email.

(5) Environmental Report. The Concessioner must issue an environmental report within sixty (60) days of the effective date of the Contract, and then on an annual basis by February 15. If changes occur, the report must contain any violations, and addresses the current status of goals, policies, and procedures included in the EMP. The report is applicable for each entire calendar year and must be updated yearly. The report must include the percentage of time each individual vessel operated in Glacier Bay. The report should quantify the following:

(a) Water used

(b) Waste disposed (by type, hazardous and non-hazardous)

(c) Materials recycled (type and amount)

(d) Materials composted

(e) Energy used (type and amount)

(f) Gas or other fuel substances such as propane used (type and amount)

(6) Visitor Comments. The Concessioner must provide tabulated summaries of all visitor comments annually, by October 15, including a year-to-date tabulation.

(7) Concessioner Operational Reports by Service. The monthly operational performance report must include all operational statistics for the individual service. This report must be received by the Service by the 5th of every month for the previous month (i.e., report May use by June 5). This data must be presented in a concise, electronic spreadsheet format. The Service will provide a basic template format

(a) Required reports:
- Tour Vessel
- Date and Time of arrival and departure
- Vessel Name
- Number of Passengers
- Number of Crew
- Locations visited (trip itinerary)
- Anchorages (if any)
- Comments and Observations

(b) Off-vessel activities (if provided), by activity:
- Date and time (beginning and end)
- Number of groups
- Number of passenger per group
- Number of crew
- Means of conveyance
- Precise locations visited
- If groups were within sight/sound (if not, why not)
- Comments and Observations

B) Summary of Concessioner Reporting Requirements:

SUMMARY INITIAL AND RECURRING DUE DATES		
Title	**Schedule**	**Due Date**
Environmental Report	Initial / Annual	Within 60 days of effective date of the Contract; due annual by February 15 of each year
Notification of Participation in NPS-provided Interpretive Program	Initial / Annual	Within 30 days of effective date of the Contract; due annually by October 1 of each year
Risk Management Plan	Initial / As necessary	Within 120 days after the Contract's effective date; any revisions must be submitted by November 30 of each following year thereafter
Emergency Action Plan	Initial	Within 120 days of the effective date of this Contract
Emergency Response Plan	Initial	Within 120 days of the effective date of this Contract
Spill Prevention Control and Countermeasure Plan	Initial	Within 120 days of the effective date of this Contract
Vessel Specification Form	Initial/as changed	Within 60 days of effective date of the Contract; before a modified or new vessel can enter Glacier Bay
Underwater Noise Monitoring	Initial / as new vessels added	During the first year of the Contract and anytime a new vessel is approved for operation under this concession contract.
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year
Management Listing	Annually	Prior to the start of each season and when significant changes occur
Certificates of Insurance	Annually	Within 10 days after renewal dates
Visitor Comments	Annually	By October 15 or within 10 business days of initial receipt.
Incident Reporting	Annually	October 15 or as immediately necessary.
Operational Reports by Service	Monthly	By the 5th of every month for the previous month

SUMMARY INITIAL AND RECURRING DUE DATES		
Title	**Schedule**	**Due Date**
Franchise Fee	Monthly	Due at the end of each month 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.
Promotional Material	As Necessary	At least 30 days prior to implementation or printing

6) Attachment 1: Vessel Specification Form

Vessel Specifications Form (submit to the Service within 60 days of the effective date of the Draft Contract)	
Vessel Name:	
Former Names:	
Date Built:	
Builder:	
Date of Last Major Refit:	
Documentation Number:	
Gross Tonnage:	
Length (ft.):	
Beam (ft.):	
Draft (ft.):	
Depth (ft.):	
Engines (quantity, make & model):	
Propulsion power (kW or HP):	
Propulsion (quantity & type: propeller, jet, etc.):	
Passenger Capacity (as stated in Certificate of inspection).	
Passenger Inside Seating:	
Inside passenger area (sq. ft.):	
No. and configuration of public restrooms (heads):	
Kayak Storage Capacity	
Fuel (type/weight):	
Fuel Capacity (gal.):	
Domestic Water Capacity (gal.):	
Marine Sanitation Device (type, make & model**):** [Note: See section above for restrictions regarding use of Type III (holding tank) MSDs.	
Generator(s) (number and capacity):	
Hull Design [mono-hull, catamaran, wave-piercing, etc.]:	
Cruising Speed:	
Maximum Speed	
Fuel Consumption (at cruising speed):	
Wake height at cruise speed (if known):	
A current photograph of the vessel must be attached to this form	

7) Attachment 2: An example of a successful one-day itinerary using NPS Rangers

See also http://go.nps.gov/glacierbaytourboat.

8) Attachment 3: Bartlett Cove Developed Area Map

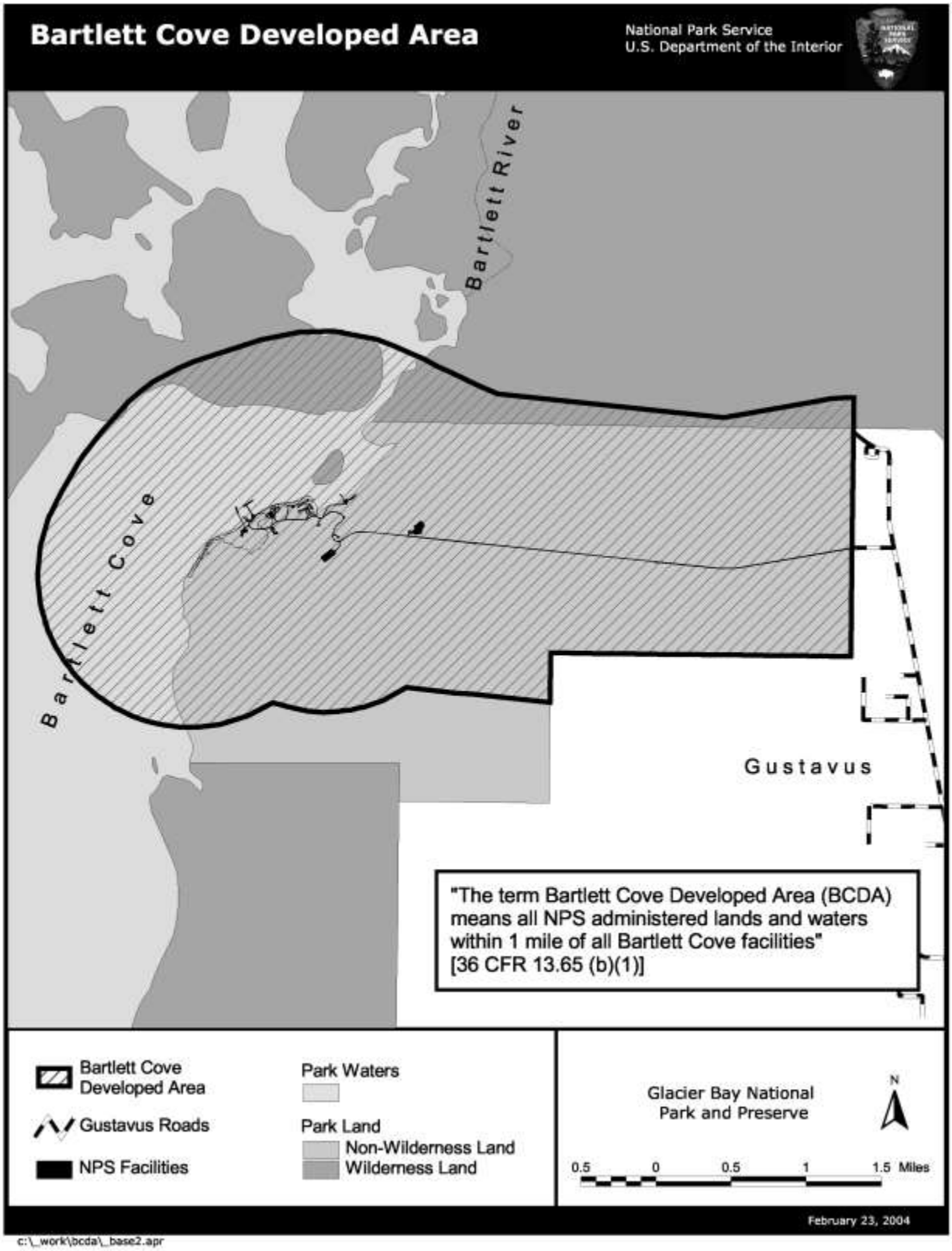

EXHIBIT C

ASSIGNED GOVERNMENT PERSONAL PROPERTY

Government personal property is assigned to the Concessioner for the purposes of this Contract as follows:

NONE

Approved, effective 12 Nov, 2015

By: _____
Herbert C. Frost, Ph.D.
Regional Director, Alaska Region

EXHIBIT D

INSURANCE REQUIREMENTS

SEC. 1. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. No act of the Concessioner, its agents, servants, or employees may impair any and all insurance coverage provided for the benefit of, or evidenced to the Service. The Concessioner must provide the Service with an unconditional 30-day advance notice of cancellation of coverage or policy terms on all liability and workers' compensation insurance policies.

The amounts of insurance, limits of liability, and coverage terms included are not intended as a limitation of the Concessioner's responsibility or liability under the Contract, but rather an indication as to the minimum types, amounts, and scope of insurance that the Service considers necessary to allow the operation of the concession at the Area. Nevertheless, if the Concessioner purchases insurance in addition to the limits set forth herein, the Service will receive the benefit of the additional amounts of insurance without cost to the Service.

SEC. 2. LIABILITY INSURANCE

The Concessioner must maintain the following minimum liability coverages, all of which, unless noted herein, are to be written on an occurrence form of coverage. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with excess or umbrella liability as explained below.

(a) Commercial General Liability

(1) The Concessioner must obtain coverage for bodily injury, property damage, contractual liability, personal and advertising injury liability, and products and completed operations liability. The Concessioner must provide the following minimum limits of liability:

General Aggregate	$2,000,000
Products and Completed Operations Aggregate	$2,000,000
Per Occurrence	$1,000,000
Personal and Advertising Injury Liability	$1,000,000
Medical Payments	$1,000

(2) The liability coverages may not contain the following exclusions/limitations:

Athletic or Sports Participants
Products/Completed Operations
Personal and Advertising Injury exclusion or limitation
Contractual Liability
Total Pollution exclusion

(3) If the policy insures more than one location, the general aggregate limit must be amended to apply separately to each location.

(b) Automobile Liability

The Concessioner must provide coverage for bodily injury and property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1. Use of Symbol 7, "specifically described autos," is acceptable

when an insurer will not provide Symbol 1 because that insurer does not provide coverage for all of the Concessioner's owned "autos." Where there are no owned autos, the Concessioner will provide coverage for "hired autos" and "non-owned autos," Symbols 8 and 9. Garage-keepers' liability is to be included on a "direct" basis for all Concessioner operations handling, parking or storing automobiles owned by others for a fee.

Combined Single Limit Each Accident $ Not applicable

(c) Excess Liability or Umbrella Liability

The Concessioner may use an Excess or Umbrella Liability policy to achieve the commercial general liability and automobile liability limits set forth above. The limit of liability under the excess policy must be in an amount that together with the subordinate policy meets the minimum limit of liability required.

The Concessioner is not required to provide excess liability or umbrella liability coverage, but may use it to supplement any insurance policies obtained to meet the minimum requirements of the Contract. If maintained, the Concessioner will provide coverage for bodily injury, property damage, personal injury, 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 Umbrella Liability policy.

(d) Liquor Liability (not applicable)

The Concessioner must provide coverage for bodily injury and 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 $ Not applicable
Aggregate Limit $ Not applicable

(e) Watercraft Liability (or Protection and Indemnity)

The Concessioner must provide coverage for bodily injury and property damage arising out of the use of any watercraft.

Each Occurrence Limit $ See Chart Below

Number of Passengers	Protection and Indemnity (P&I)
Up to 29	$1,000,000
30-99	$2,000,000
100-149	$3,000,000

Tower's liability shall be maintained at the same each occurrence limit if the Concessioner tows or transports non-owned vessels by water.

(f) Environmental Impairment Liability (or Pollution Liability)

The Concessioner will provide coverage for bodily injury and property damage arising out of pollutants or contaminants on-site and off-site and for cleanup.

Each Occurrence or Each Claim Limit $ See Chart Below
Aggregate Limit $ See Chart Below

Number of Passengers	Pollution Liability (Same Minimum for Each Occurrence and Aggregate Limit)
Up to 29	$1,000,000
30-99	$2,000,000
100-149	$3,000,000

(g) Aircraft Liability (not applicable)

The Concessioner must provide coverage for bodily injury (including passengers) and property damage arising out of the use of any aircraft.

Each Person Limit	$ Not applicable
Property Damage Limit	$ Not applicable
Each Accident Limit	$ Not applicable

The Concessioner must maintain airport liability insurance at a limit of at least $ (Not applicable) if the Concessioner maintains landing facilities for use by third parties. Hangerkeeper's liability shall be maintained at a limit sufficient to cover the maximum estimated value of non-owned aircraft in the Concessioner's care, custody or control if the Concessioner provides aircraft storage to third parties.

(h) Professional Liability, e.g. dive instructor, massage therapist (not applicable)

The Concessioner must maintain, or cause professionals working on its behalf to maintain, professional liability insurance for all professional services provided by or on behalf of the Concessioner.

Each Occurrence Limit	$ Not applicable
Aggregate Limit	$ Not applicable

(i) Deductibles/Self-Insured Retentions

The Concessioner's self-insured retentions or deductibles on any of the above described liability Insurance policies (other than umbrella liability, environmental impairment liability or professional liability, if maintained) may not exceed $5,000 without the prior written approval of the Director. Deductibles or retentions on umbrella liability, environmental impairment liability and professional liability may be up to $25,000.

(j) Workers' Compensation and Employers' Liability

The Concessioner must obtain coverage that complies with the statutory requirements of the state(s) in which the Concessioner operates. The employer's liability limit will not be less than $1,000,000.

If the Concessioner's operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers' Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If Concessioner operations are conducted in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the Workers' Compensation policy.

SEC. 3. 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), unless otherwise authorized by the Service.

(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), unless otherwise authorized by the Service.

SEC. 4. THIRD PARTY INSURANCE

Concessioners entering into contracts with third parties for various services or activities that the Concessioner is not capable of providing or conducting, must ensure that each third party retained for such work maintain an insurance program that adequately covers the activity and comply with all the requirements applicable to that party's own insurance.

SEC. 5. CERTIFICATES OF INSURANCE

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

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

In addition to providing certificates of insurance, the Concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (and all endorsements thereto) required herein to be maintained by the Contract including this Exhibit.

The certificate of insurance shall contain a notation by the Concessioner's insurance representative that the insurance coverage represented therein complies with the provisions of the Contract, including this Exhibit.

SEC. 6. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the Concessioner must maintain the higher statutorily required limit, which shall be considered as the minimum to be maintained. In the event that the statutorily required limit is less than the limits required herein, the limits required herein apply.

EXHIBIT E
TRANSITION TO A NEW CONCESSIONER

SEC 1. GENERAL

The Director and the Concessioner hereby agree that, in the event of the expiration or termination of this Contract for any reason (hereinafter "Termination" for purposes of this Exhibit) 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 ("New Concessioner" for purposes of this exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to Area visitors and minimize transition expenses.

SEC. 2. COOPERATION PRIOR TO THE TERMINATION DATE

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, notwithstanding such notification, shall undertake the following tasks.

(a) Continue Operations

The Concessioner shall 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 were being provided previously with a view to maintaining customer satisfaction.

(b) Continue Bookings

(1) The Concessioner shall continue to accept all future bookings for any hotel, lodging facilities, or other facilities and services for which advance reservations are taken. The Concessioner shall not divert any bookings to other facilities managed or owned by the Concessioner or any affiliate of the Concessioner. The Concessioner shall notify all guests with bookings for any period after the Termination Date that the New Concessioner will operate the facilities and services.

(2) Promptly following notification to the Concessioner by the Director of the selection of the New Concessioner, the Concessioner shall 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. The Concessioner thereafter shall update such log on a periodic basis (but no less frequently than 30 days) until the Termination Date. The reservation log shall include, without limitation, the name of each guest, and the guest's address, contact information, dates of stay, rate quoted, amount of advance deposit received, and confirmation number, if applicable.

(c) Designating a Point of Contact and Other Actions

(1) The Concessioner shall designate one of the Concessioner's executives as the point of contact for communications between the Concessioner and the New Concessioner.

(2) The Concessioner shall provide the New Concessioner with access to all Concession Facilities, including "back-of-house areas". The Concessioner also shall provide the New Concessioner copies of the keys to all Concession Facilities.

(3) The Concessioner shall provide the Director and the New Concessioner full access to the books and records, licenses, and all other materials pertaining to all Concession Facilities and the Concessioner's operations in general.

(4) The Concessioner shall provide the Director and the New Concessioner with copies of all maintenance agreements, equipment leases (including short-wave radio), service contracts, and supply contracts, including

contracts for on-order merchandise (collectively "contracts"), and copies of all liquor licenses and other licenses and permits (collectively "licenses").

(5) The Concessioner shall allow the New Concessioner to solicit and interview for employment all of the concessioner's salaried and hourly employees, including seasonal employees, through a coordinated process implemented by the Concessioner.

(6) The Concessioner shall not enter into any contracts or agreements that would be binding on any Concession Facilities or concession operations in general after the Termination Date without the prior written agreement of the New Concessioner.

(d) Financial Reports

Within 30 days after receipt of the notification of the selection of the New Concessioner, The Concessioner shall provide the New Concessioner with a financial report with respect to the operation of the Concession Facilities and the Concessioner's operations in general as of the last day of the month prior to receipt of such notification. The Concessioner, thereafter, shall update such financial report on a periodic basis (but no less frequently than 30 days) until the Termination Date. Such financial report shall include, at a minimum: a balance sheet for the Concession Facilities, if any; a schedule of pending accounts payable; and a schedule of pending accounts receivable.

(e) Personal Property List

The Concessioner shall provide the New Concessioner with a complete, detailed, and well-organized list of physical inventory, supplies, and other personal property owned or leased by the Concessioner in connection with its operations under the Contract (including a list of such items that are on order) The Concessioner must provide the list to the New Concessioner within 30 days following receipt of the notification of the selection of the New Concessioner. The Concessioner, thereafter, shall update the list on a monthly basis. The Concessioner shall designate those items that the Concessioner believes are essential to maintaining the continuity of operations or the special character of the concession operations. The Concessioner shall assist the New Concessioner in reviewing and validating the list.

(f) Other Information and Reports

The Concessioner shall provide the New Concessioner with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessioner's operations for the period of one year prior to notification of the selection of the New Concessioner. The Concessioner must also provide complete information on the following to the New Concessioner: utilities, including gas and electric; telephone service; water service; and specific opening and closing procedures. The Concessioner must provide all such information within 30 days after receipt of notification of the selection of the New Concessioner and update the information periodically (but no less frequently than 30 days) until the Termination Date.

(g) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

SEC. 3. COOPERATION UPON THE TERMINATION DATE

Upon the Termination Date, the Concessioner shall undertake the following activities.

(a) Transfer of Contracts and Licenses

The Concessioner shall cooperate with the transfer or assignment of all contracts and licenses entered into by the Concessioner that the New Concessioner elects to assume.

(b) Reservation Systems

The Concessioner shall cooperate with the transfer of reservation information by:

(i) Providing the New Concessioner with an update of the reservation log through the Termination Date;

(ii) Disconnecting its operations from the Concessioner's centralized reservation system, if any; and

(iii) Assisting the New Concessioner in transitioning to the New Concessioner's reservation system.

(c) Fees and Payments

No later than 10 days after the Termination Date, the Concessioner shall provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the Contract as of the Termination Date, including, without limitation, all deferred, accrued, and unpaid fees and charges. The Concessioner, within 10 days of its delivery to the Director of this itemized statement, shall pay such fees and payments to the Director. The Concessioner and the Director acknowledge that adjustments may be required because of information that was not available at the time of the statement.

(d) Access to Records

The Concessioner shall make available to the Director for the Director's collection, retention, and use, copies of all books, records, licenses, permits, and other information in the Concessioner's possession or control that in the opinion of the Director are related to or necessary for orderly and continued operations of the related facilities and services, notwithstanding any other provision of this Contract to the contrary.

(e) Removal of Marks

The Concessioner shall remove (with no compensation to Concessioner) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Concessioner within 30 days after Termination.

(f) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

EXHIBIT F
INTELLECTUAL PROPERTY LICENSED MARKS

The Director hereby grants to Concessioner and Concessioner accepts a revocable, nonexclusive world-wide, royalty-free license to use the Marks described and depicted in this Exhibit F during the term of the Contract, for use solely in connection with carrying out the Contract requirements, and only in the form described. See additional terms and conditions applicable to this Exhibit located at Addendum 1 of the Contract, Paragraph 9.

Abbe
Abdallah
Abyss
Abyss Lake
Adams
Adams Glacier
Adams Inlet
Alder Creek
Alder Rock
Alsek
Alsek Glacier
Alsek Lake
Anchorage Cove
Ancon
Ancon Rock
Andrews
Andrews Glacier
Annoksek
Annoksek Creek
Anthony
Anthony Island
Arrowhead
Astrolabe
Astrolabe Bay
Astrolabe Peninsula
Astrolabe Point
Astrolabe Rocks
Aurora
Aurora Glacier
Bald Mountain
Baldwin
Baldwin Glacier
Barnard
Bartlett
Bartlett Cove
Bartlett Cove Seaplane Base
Bartlett Lake
Bartlett Lake Trail
Bartlett River
Bartlett River Trail
Bay
Bay Peak
Beach Trail
Bear Island
Beardslee
Beardslee Entrance
Beardslee Fox Farm
Beardslee Islands
Beartrack
Beartrack Cove
Beartrack Island
Beartrack River
Berg
Berg Bay
Berg Creek
Berg Lake
Berg Mountain
Bertha
Black Cap
Black Cap Mountain
Black Mountain
Blackthorn
Blackthorn Peak
Blue Mouse
Blue Mouse Cove
Boulder
Boulder Creek
Boulder Island
Boundary
Boundary Peak
Boundary Peak 157
Boundary Peak 158
Boundary Peak 159
Boussole
Boussole Bay
Boussole Head
Brady
Brady Glacier
Brock
Bruce Hills
Burroughs
Burroughs Glacier
Butcher Creek
Cadell
Cairn
Cairn Peak
Campbell
Campbell Creek
Cannery
Cape
Cape Fairweather
Cape Spencer
Caroline
Caroline Point
Caroline Shoal
Carroll
Carroll Glacier
Cascade
Cascade Glacier
Case
Casement
Casement Glacier
Cenotaph
Cenotaph Island
Cenotaph Point

Charley
Charley Glacier
Charpentier
Charpentier Glacier
Charpentier Inlet
Chilkat
Chilkat Range
Clark
Clark Glacier
Clear Creek
Coal Creek
Coleman Peak
Composite Island
Confusion Point
Contact Nunatak
Contact Peak
Cooper
Cormorant Rock
Crillion
Crillon Inlet
Crillon Lake
Crillon River
Cross Sound
Curtis
Curtis Hills
Cushing
Cushing Glacier
Cushing Plateau
Dagelet
Dagelet Glacier
Dagelet River
Day Boat
De Langle
De Langle Mountain
Deception
Deception Hills
Desolation
Desolation Glacier
Desolation Valley
Dicks Arm
Dirt Glacier
Dirt Gulch
Dixon
Dixon Harbor
Dixon River
Divide
Doame River
Dome
Drake
Drake Island
Dry Bay
Dry Bay Airstrip
Dundas Bay
Dundas Cannery
Dundas River
Dying Glacier
Eagle Creek
East Alsek River
East Alsek River Airport
East Alsek River Cabin
East Arm
Echo Creek
Eerie
Eerie Point
Eider
Eider Island
Elder
Emerson
Emerson Peaks
Endicott
Endicott Gap
Enigma Ridge
Escures
Excursion Inlet
Excursion River
Fairweather
Fairweather Glacier
Fairweather Range
Fall Creek
Favorite Creek
Fern Harbor
Finger(s)
Finger Glacier
Fingers Bay
First Rapids
Fish Creek
Fish Lake
Flapjack
Flapjack Island
Forde
Forest Creek
Forest Loop
Forest Trail
Fossil Peak
Fourmile
Fourmile Creek
Francis
Francis Island
Friable
Gable Mountain
Garforth
Garforth Island
Gateway
Gateway Knob
Geikie
Geikie Glacier
Geikie Inlet
Geikie Rock
George Point
Gilbert
Gilbert Inlet
Gilbert Peninsula
Gilman
Gilman Glacier
Girdled Glacier
GLBA
Glacier
Glacier Bay
Glacier Bay Lodge
Glacier Bay National Park
Glacier Bay National Preserve
Glacier Bay National Park and (&)Preserve
Glacier Bay Wilderness
Glacier Pass
Gloomy Knob
Gustavus
Goat Ridge
Goose Cove

Grand Pacific
Grand Pacific Glacier
Grand Plateau
Grand Plateau Glacier
Granite Canyon
Grassy Mountain
Grassy Pond
Grassy Ridge
Graves
Graves Harbor
Graves Rocks
Great Valley
Gullied Peak
Hankinson
Hankinson Peninsula
Harbor
Harbor Point
Harris
Headquarters
Heather Nunatak
Hoonah Glacier
Horn Mountain
Howling Valley
Hugh Miller
Hugh Miller Glacier
Hugh Miller Inlet
Hugh Miller Mountain
Huna Tribal House
Hunter Cove
Huscroft
Huscroft Glacier
Hutchins
Hutchins Bay
Ibach
Ibach Point
Inian
Ice Valley
Icy Passage
Icy Point
Idaho Ridge
Jaw Point
John Glacier
Johns Hopkins
Johns Hopkins Glacier
Johns Hopkins Inlet
Johnson Cove
Jones Glacier
July Fourth
July Fourth Mountain
Justice Creek
Kadachan
Kadachan Glacier
Kaknau
Kaknau Creek
Kashoto
Kashoto Glacier
Kidney Island
Kloh Kutz
Klooch
Klooch Glacier
Klotz
Klotz Hills
Knob
Knob G
Knob H
Knob I
La Chaussee
La Chaussee Spit
La Perouse
La Perouse Glacier
Lagoon Island
Lake Seclusion
Lamplugh
Lamplugh Glacier
Lars
Lars Island
Leland
Leland Islands
Lester
Lester Island
Libby
Libby Island
Link Island
Lituya
Lituya Bay
Lituya Glacier
Lituya Mountain
Lone Island
Lodge
Lookout
Lookout Glacier
Loomis
Loomis Glacier
Lower Doame Lake
Main Lake
Main Valley
Maquinna
Maquinna Cove
Marble
Marble Islands
Marble Mountain
Marchainville
Margerie
Margerie Glacier
Maynard
Maynard Glacier
McBride
McBride Glacier
McConnel
McConnell Ridge
McLeod
Merriam
Middle Dome
Miller
Miller Peak
Mineral
Mineral Creek
Minnesota Ridge
Morse
Morse Glacier
Morse Glacier
Mount Abbe
Mount Abdallah
Mount Barnard
Mount Bertha
Mount Brock
Mount Bulky
Mount Cadell
Mount Case

Mount Cooper
Mount Crillon
Mount Dagelet
Mount Divide
Mount Elder
Mount Escures
Mount Fairweather
Mount Favorite
Mount Forde
Mount Friable
Mount Harris
Mount Hay
Mount Kloh Kutz
Mount Klooch
Mount La Perouse
Mount Lodge
Mount Marchainville
Mount Merriam
Mount Orville
Mount Parker
Mount Quincy Adams
Mount Rice
Mount Root
Mount Salisbury
Mount Skarn
Mount Turner
Mount Watson
Mount Wilbur
Mount Wood
Mount Wordie
Mount Wright
Mount Wright
Mount Young
Mudslide
Mudslide Creek
Muir
Muir Glacier
Muir Inlet
Muir Point
Murk
Murk Bay
Murphy
Murphy Cove
Netland
Netland Island
North Crillon Glacier
North Deception Lake
North Dome
North Inian Pass
North Marble Island
North Passage
North Sandy Cove
North Trick Lake
Nunatak
Nunatak Cove
Nunatak Knob
Oberlin
Oberlin Ridge
Orville
Palma
Palma Bay
Paps
Park Road
Parker
Passage
Passage Rock
Patton
Patton Glacier
Peak
Plateay
Plateau Glacier
Point Carolus
Point Dundas
Point George
Point Gustavus
Point McLeod
Point Villaluenga
Point Wimbledon
Polka Peninsula
Polka
Polka Rock
Portage
Portage Creek
Ptarmigan
Ptarmigan Creek
Ptarmigan Dome
Puffin Island
Pyramid
Pyramid Peak
Queen
Queen Inlet
Quincy Adams
Ranger Station
Red Bed
Red Bed Peak
Red Mountain
Reid
Reid Glacier
Reid Inlet
Rendu
Rendu Glacier
Rendu Inlet
Rice
Riggs
Riggs Glacier
Ripple
Ripple Cove
Romer
Romer Glacier
Root
Rowlee
Rowlee Point
Rush Point
Russell
Russell Island
Saint James
Saint James Point
Salisbury
Skarn
Sandy
Sandy Cove
Sawmill
Sawmill Bay
Scidmore
Scidmore Bay
Scidmore Glacier
Sea Otter Creek
Sea Otter Glacier
Sealers

Sealers Island
Sebree
Sebree Cove
Sebree Island
Seclusion
Secret Bay
Sentinel
Sentinel Mine
Sentinel Peak
Serrated
Serrated Peak
Shag
Shag Cove
Sita
Sita Reef
Sitakaday
Sitakaday Narrows
Sitth-gha-ee
Sitth-gha-ee Peak
Snow
Snow Dome
Solomon
Solomon Railroad
South Billy Goat Mountain
South Crillon Glacier
South Deception Lake
South Dome
South Fork Doame River
South Marble Island
South Sandy Cove
South Trick Lake
Spider Island
Spokane
Spokane Cove
Steelhead Creek
Strawberry
Strawberry Island
Stump Cove
Sturgess Island
Sugarloaf
Sugarloaf Island
Surge
Surge Bay
Taaltsug
Taaltsug River
Takhinsha Mountains
Tarr
Tarr Inlet
Taylor
Taylor Bay
Taylor Island
The Nunatak
The Paps
Thistle Cove
The Bay
The Fairweather (Newsletter-Visitor Guide)
Three Saints
Three Saints Point
Threesome Mountain
Tidal
Tidal Inlet
Tlegan
Tlegan River
Tlingit
Tlingit Peak
Tlingit Point
Tlingit Trail
Tlushashakian (historical)
Topeka
Topeka Glacier
Topsy
Topsy Creek
Torch
Torch Bay
Towers Road
Towers Trail
Toyatte
Toyatte Glacier
Tree Mountain
Triangle Island
Tribal House
Trick
Turner
Twin Glacier
Tyeen
Tyeen Glacier
Tyndall
Tyndall Cove
Upper Doame Lake
Van Horn
Van Horn Ridge
Venisa
Venisa Point
Villaluenga
Visitor Center
Visitor Information Station
Vivid
Vivid Lake
Wachusett
Wachusett Inlet
Watson
West Arm
Westdahl
Westdahl Point
Whale 68
Whale Creek
Wimbledon
Whidbey
Whidbey Passage
White Cap Mountain
White Glacier
White Thunder Ridge
Willoughby
Willoughby Island
Wilbur
Wolf Creek
Wolf Point
Wood Creek
Wood Lake
Wordie
Wright
Yankahini River
York Creek
Young
Young Island
Zip Rock