

EXHIBIT B

OPERATING PLAN

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ATTACHMENT A: REFERENCED WEBSITES

ATTACHMENT B: OPERATIONAL REPORT (MICROSOFT EXCEL WORKBOOK)

1) INTRODUCTION

This Operating Plan between **Concessioner Name** (Click or tap here to enter text.) (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service" or "NPS") describes specific operating responsibilities of the Concessioner and the Service regarding the visitor services within Glacier Bay National Park and Preserve (hereinafter referred to as the "Area") that the Concessioner is required or authorized to provide under the Contract.

In the event of any conflict between the terms in the main body of the Contract and this Operating Plan, the terms in the main body of the Contract, including its amendments, will prevail.

This Operating Plan will be reviewed annually by the Superintendent of the Area in consultation with the Concessioner and revised as determined necessary by the Superintendent. Any revisions must be reasonable, consistent with the main body of the Contract, and in furtherance of the purposes of the Contract.

Are Elem. Better Offer Applicable? (Choose a building block.) Attachment A (Referenced Websites) at the end of this Operating Plan includes links to documents, policies, and procedures referenced in this Operating Plan.

2) MANAGEMENT RESPONSIBILITIES

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
 - (a) Has the authority to manage and the managerial experience for the operations under the Contract.
 - (b) Employs staff with the expertise and training to operate all services provided under the Contract.
 - (c) Has full authority to act as a liaison in all Concessioner administrative and operational matters within the Area.
 - (d) Has the responsibility for implementing the policies and directives of the NPS applicable to the operations.
- (2) In the absence of the general manager, the Concessioner must designate an acting general manager.

B) Service

The Superintendent of the Area has responsibility for all Area operations, including commercial services operations. The Superintendent carries out NPS policy, including policies documented in the NPS Commercial Services Guide (CS Guide) and the Contract. The Superintendent, directly or through designated representatives, such as the concession specialist(s) of the Area, reviews, directs, and coordinates, pursuant to NPS policy, the CS Guide, and applicable laws, Concessioner activities relating to the Area, including by:

- (1) Evaluating Concessioner operations.
- (2) Reviewing and approving rates charged for all commercial services within the Area.
- (3) Reviewing and approving changes to services, the Concessioner's plans, programs and procedures, and other requirements as outlined in the Operating Plan.

3) GENERAL POLICIES AND PROGRAMMATIC REQUIREMENTS

A) Environmental Management Program

- (1) Standards. The Concessioner must develop, implement, and maintain an Environmental Management Program (EMP) in accordance with NPS Environmental Management Program standards. The Concessioner is not required to have a documented EMP but must have a program in place to address environmental requirements of the Contract. The EMP must be updated in response to any environmental deficiencies found in environmental audits or other inspections. The EMP must account for all Concessioner activities with potential environmental impacts. The Concessioner must incorporate environmental best management practices throughout its operation.
- (2) Environmental Reporting
 - (a) The Concessioner will submit corrective action information related to inspections or environmental audits to the Service upon request.
 - (b) The Concessioner must submit to the Service 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 Service any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Service in accordance with applicable laws.
- (3) Notwithstanding any other provisions of the Contract, the Concessioner is not banned from and will not be penalized for using plastic straws in its operations under the Contract. The Concessioner may not use paper straws in its operations under the Contract.

B) Risk Management Program

- (1) Standards. The Concessioner must develop, implement, and maintain a Risk Management Program (RMP) in accordance with NPS Risk Management Program standards. The RMP must account for all Concessioner activities with potential safety impacts. The Concessioner must submit its documented initial RMP to the Service within 60 days of the effective date of Contract and must submit any revisions at least 30 days before implementation. The Concessioner must update its RMP as needed to comply with applicable laws.
- (2) Exculpatory Agreements
 - (a) The Concessioner may ask visitors (or their legal guardian if the client is under 18 years of age) participating in the Concessioner's services identified below as "high risk" to sign exculpatory agreements that include a visitor acknowledgment of risk (VAR), waiver of liability (WoL), and indemnification clauses.
 - (b) "High risk" services under the Contract are the following: Kayak Rental Services.
 - (c) The Concessioner's exculpatory agreements:
 - (i) Must comply with applicable state and federal law and Service policy;
 - (ii) Must not waive liability or preclude claims against or require indemnifying the Concessioner for its gross negligence, recklessness, or willful misconduct; and
 - (iii) Must waive liability against the United States by including the following language:
 - a) "The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity."
 - (d) The Service will not as a matter of standard practice, collect, review or approve the Concessioner's exculpatory agreements. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The Service also reserves the right to require changes to Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the

agreements are not compliant with Applicable Laws or Service policy. Any determination by the Service that a Concessioner's exculpatory agreement is policy-compliant does not convey the Service's view that the agreement is valid, enforceable, or otherwise endorsed by the Service for any purpose.

C) Resource Protection

- (1) Wildlife Interaction
 - (a) The feeding of wildlife within the Area is prohibited.
 - (b) The Concessioner must not display food in such a manner that may imply approval or encouragement of the feeding of wildlife.
 - (c) Concessioner staff must comply with NPS wildlife interaction notification protocols.
 - (d) The Concessioner must ensure food, trash, and recycling containers are wildlife proof; and must receive Service approval of all containers before use.
 - (e) Concessioner must inform clients that leaving food unattended is prohibited, even when packing/unpacking boats.
- (2) Cultural and Archeological Resources
 - (a) The Concessioner must ensure protected sites and archaeological resources within the Area are not damaged or disturbed by the Concessioner, its employees, agents, or contractors, except in accordance with applicable laws and with the prior written approval of the Service.
 - (b) The Concessioner must report discoveries of any archeological resources immediately to the Service.
 - (c) The Concessioner must cease work or other disturbance that may impact any protected site or archeological resource until the Service grants approval, upon such terms and conditions as the Service deems necessary, to continue such work or other disturbance.
- (3) Smoking Policy. All Concession Facilities are designated as non-smoking in accordance with the CS Guide 6.15.2 and Director's Order 50D.

D) Property Management

- (1) Lost and Found. The Concessioner must follow the Park's established lost and found policy.
- (2) Concessioner Vehicles
 - (a) All vehicles used to perform services under the Contract must be registered and licensed in accordance with all applicable laws.
 - (b) The Concessioner must ensure operators of all Concessioner vehicles must have a valid state operator's license for the size and class of vehicle driven.
 - (c) The Concessioner must ensure Service-approved designated areas are used to park and store its trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must maintain unobstructed means of egress from all such areas.
 - (d) Concessioner vehicles used in the Area must display the Concessioner's name and logo.
 - (e) Concessioner vehicles transporting participants must be equipped with a fire extinguisher and road flares. Employees must be instructed on the use of these items.
 - (f) Vehicle maintenance in the Area is prohibited.
- (3) Abandoned Property. The Concessioner must take necessary and appropriate steps to remove and dispose of abandoned property found within Concession Facilities in accordance with

applicable law and Service policy in a timely manner. The Concessioner must not store non-functioning or unserviceable equipment (including vehicles) within the Area. The Concessioner must notify the Service as soon as practicable of abandoned vehicles within the Concession Facilities. The Concessioner must tow abandoned employee vehicles at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner.

E) Visitor Satisfaction

(1) Visitor Satisfaction Surveys

- (a) The Concessioner must establish a Service-approved visitor satisfaction survey. The Concessioner must submit its plan for this survey to the Service within 30 days of the effective date of the Contract. The survey may consist of electronic or hard-copy (e.g., comment card) surveys depending upon which survey medium best suits the location and services being monitored. The survey must monitor visitor satisfaction with service standards, perceived value, and overall visitor satisfaction.
 - (b) The Service is developing standard visitor satisfaction questions. Once developed, the Concessioner must include these questions in its visitor satisfaction survey and make results available to the Service.
 - (c) The Concessioner must have an adequate supply of comment cards, or, if using an electronic system, information available on accessing the survey.
- (2) Visitor Complaints. The Concessioner must respond to all visitor complaints received through its established visitor satisfaction survey or forwarded to the Concessioner by the Service.
- (a) The Concessioner must provide the visitor an initial response within 48 hours to, at minimum, acknowledge receipt.
 - (b) The Concessioner must investigate and begin resolving all visitor complaints regarding its services within five business days of receipt. Copies of the initial complaint, the Concessioner's response, and any supporting documentation must be provided to the Service within five business days of the complaint, and the Service will copy the Concessioner on any response it makes to the visitor.
 - (c) The Service will forward to the Concessioner any complaints received regarding the Concessioner's operations.
- (3) Upon receipt, the Concessioner must provide copies to the Service of any visitor comments that allege misconduct by a Concessioner or NPS employee, or that pertain to the safety of visitors or the safety of Area resources.

F) Protection and Emergency Services

(1) Law Enforcement

- (a) Concessioner
 - (i) The Concessioner must comply with emergency and operational reporting requirements detailed in the "Reporting Requirements" section of this Operating Plan.
 - (ii) The Concessioner must secure the Concession Facilities and government personal property assigned to it under the Contract.
 - (iii) The Concessioner may be required to provide security guards during periods of escalated concern at Concession Facilities.
 - (iv) Concessioner-employed security personnel have no authority to take law enforcement action or to carry firearms. The Concessioner must report security violations immediately to the Service.
- (b) Service

- (i) The NPS provides visitor protection services within the Area, including responding to emergencies involving public safety, civil disturbances, and violations of the law.
 - (ii) The NPS handles all violations of NPS regulations and applicable federal, state, county, and city laws and ordinances within its jurisdiction.
- (2) Emergency Medical Care
 - (a) Emergency medical services (EMS) are provided by the NPS.
 - (b) Concessioner
 - (i) The Concessioner must maintain basic first aid supplies in Concessioner vehicles and in associated facilities.
 - (ii) The Concessioner must train all its employees in proper emergency reporting procedures, including how to provide essential information (e.g., a call back number at their location) to facilitate the dispatch of rangers and emergency personnel.
 - (c) Service. The NPS may review or investigate all visitor and Concessioner employee incidents that require emergency response.

G) Human Resources

- (1) Personnel List and Identification
 - (a) The Concessioner must provide to the Service a contact list of key management personnel within 30 days of the effective date of the Contract and annually by March 1.
 - (b) The Concessioner must immediately notify the Service of any changes and provide the Service an updated contact list.
 - (c) All Concessioner staff should be identifiable as employees of the Concessioner, including back-of-house and maintenance personnel, if applicable.
- (2) Employee Hiring Procedures and Policies. The Concessioner will submit to the Service by March 1, 2027 and as updated, a copy of its hiring policies, which address, at minimum, the below requirements:
 - (a) NPS Employees. Department of Interior (DOI) ethics regulation 5 C.F.R. § 3501.105(b) requires that Service employees obtain written approval from an ethics counselor before engaging in outside employment with a prohibited source. This approval is documented on DOI form DI-7010. The Concessioner must not employ in any status an NPS employee who has not obtained written approval through the DI-7010 process. Because NPS employees may not work on any matter involving a business in which they, their spouse, or their minor children have a financial interest, it may not be feasible for NPS employees with management and oversight responsibilities of concession operations (including concession specialists, superintendents, and NPS management staff) to receive ethics clearance to continue to work on matters related to the Concessioner when their spouse or minor children work for the Concessioner. The Concessioner should retain a copy of any approved DI-7010 forms in their files.
- (3) Training

The Concessioner must develop and provide appropriate training to employees as required by all applicable laws and Service policies and standards (e.g., CS Guide, service standards, etc.). The Concessioner must maintain records of all employee training and must provide those records to the Service upon request.

(4) Organized Labor Activity

The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 26 U.S.C. §§151-169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assessing a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

(5) Volunteers-in-Parks (VIP) Program

The Concessioner must permit its employees to participate in the NPS VIP program. More information on the VIP program can be found on the NPS website.

H) Utilities

(1) Service

(a) Use of Service utilities is prohibited.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) Proposed Schedule of Operations. The Concessioner will rent kayaks on a daily basis at Bartlett Cove from Memorial Day weekend through Labor Day and may rent kayaks at Bartlett Cove for the remainder of the year. The Concessioner must submit annually a written schedule of proposed operating dates and hours of operation 90 days prior to proposed start date and annually by March 1.
- (2) If the Concessioner seeks to reduce minimum operating season dates and hours of operation, the Concessioner must submit a formal request in writing to the Service and may not implement such changes until receiving the Superintendent's written approval.
- (3) Holidays. Concessioner must operate on all holidays during the approved operating season, unless approved in writing. The Concessioner must submit a formal request in writing to the Service and may not implement such changes until receiving the Superintendent's written approval.
- (4) Closures. The NPS may require an occasional closure, delayed opening, or early closing due to weather, natural disasters, utility work or projects to repair infrastructure, and similar occurrences. The NPS will provide reasonable notice to the Concessioner of any scheduled work. Emergency work may occur without notice.
- (5) Pre- and Post-Season Meetings. The Concessioner must attend a pre-season meeting with the Service to review this Operating Plan and to discuss planned operations for the season, and a post-season meeting with the Service to review the completed season's operation.

B) Rate Determination and Approval Process

- (1) Rate Determination. All rates and charges to the public by the Concessioner must comply with the provisions of the Contract. The Service ensures the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided under the Contract, and are reasonable, justified, and comparable with similar services and facilities provided by the private sector. The reasonableness of rates is determined based upon applicable laws and current concession rate approval policies and guidelines documented in the NPS Concession Management Rate Administration Guide ("Rate Administration Guide") as it is amended, supplemented, or superseded.

- (2) Rate Approval Methods. The Concessioner must set rates or submit all rate requests in accordance with the Rate Administration Guide and with the following rate approval methods by service type:

Facility and Location	Service Classification	Rate Approval Method
Activities		
Kayak Rental	Boat Rentals	Competitive Market Declaration

(3) Changes to Rate Approval Methods

- (a) Changes initiated by the Service. Changes in market conditions may result in the Service modifying the rate approval method for any service types offered under the Contract. If the Service changes the rate approval method to comparability or core, the Concessioner will be notified by the Service of such a change at least 60 days in advance to allow for preparation of a rate request. The Service will provide sufficient notice of a change to rate approval methods for all other methods. The Service reserves the right to set interim reasonable and appropriate rates during the transition period to a different rate approval method.
- (b) Changes requested by the Concessioner. The Concessioner may request a change to rate approval methods but must submit a request to change the rate approval method for a service at least 60 days prior to the next rate request due date for that service, if applicable. A Concessioner request to change rate approval methods must include the following information:
- (i) An analysis of market forces criteria, including:
 - a) A list of competitors who provide reasonable substitutes of the Concessioner's service.
 - b) A review of the similarity of competitor services.
 - c) Identification of travel time/distance to competitors/the competitive market.
 - d) Availability of Concessioner and competitor rate/price information to visitors planning trips or shopping service options.
 - e) The criticality of the nature of the service to visitors.
 - (ii) For requests to use Competitive Market Declaration (CMD): A description of the Concessioner's planned rate setting strategy including its understanding of market position and variance with competitor rates.
 - (iii) For requests to use CMD: The Concessioner's proposed monitoring plan, including occupancy/utilization data and visitor satisfaction information.

For requests to use CMD: The Concessioner's proposed financial offsets as described in the Rate Administration Guide Addendum Version 1.0 March 2024.

- (4) Interim Implementation. Once the Service deems a request to change rate approval methods or a rate request complete, the Concessioner may notify visitors making reservations 90 or more days in advance of the anticipated rates subject to review. If the Concessioner's anticipated rates are not approved, the Concessioner must refund the difference to the visitors except as described below under "Rate Implementation when Service Approval is Delayed."
- (5) Rate Approval Method and Rate Request Approval Timeframes
- (a) Within 20 days of receipt of the request to change rate approval methods or a rate request (as applicable), the Service will provide the Concessioner with a written determination that the request is complete or, if not, a description of the information required for the request to be determined complete.

- (b) For requests that do not require a full comparability study, the Service will inform the Concessioner of the approval or the reason for any disapproval or adjustment within 10 days of determining that the request was complete.
 - (c) If the request requires a full comparability study, the Service will inform the Concessioner of the approval of the rates or the reason for any disapproval or adjustment within 30 days of the Service determining that the request was complete.
 - (d) If the Service requires a longer response period due to extraordinary circumstances, the Service will inform the Concessioner and provide an expected response date.
 - (e) Rate Implementation when Service Approval is Delayed. If the Service does not meet the timeframes described above and has not notified the Concessioner in writing of extraordinary circumstances that justify delay, the Concessioner may implement the requested rates without a final, written decision from the Service. If the Service denies the requested change to rates or rate approval methods after the Concessioner implements the requested rates or rate approval method, the Concessioner is not required to retroactively adjust rates for services booked prior to the denial.
- (6) Management of Rates under the CMD Rate Approval Method. The Concessioner is permitted to set and change rates based upon what the Concessioner determines the market will bear for service types approved under the CMD rate approval method.
- (a) Rate Adjustment. The Concessioner may adjust rates of CMD and non-core services without prior notification to or written approval from the Service.
 - (b) Concessioner Rate Monitoring Plan. Within 60 days of the effective date of the Contract, and as updated, the Concessioner must submit a rate monitoring plan that includes its rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
 - (i) Monitoring by service type
 - (ii) Competitors by service type
 - (iii) How it will track competitor pricing
 - (iv) What its strategy is for pricing against competitors
 - (v) How it will monitor utilization
 - (vi) How it will monitor visitor satisfaction
 - (c) Service Rate Monitoring. The Service will monitor the Concessioner's rates to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by visitor service category using Concessioner data provided in accordance with Operational Reporting Requirements outlined in this Operating Plan and available data on the Concessioner's competitors.
- (7) Posted/Published Rates and Compliance. The Concessioner must prominently post or publish all rates for the visitor services it provides. Published rates must not exceed any respective maximum rates approved by the Service, if applicable. Posting and publishing of rates may include, but is not limited to, the Concessioner's website and telephone reservation systems, and third-party booking agents' websites and reservation systems. Third-party companies (travel agencies, online booking engines, etc.) that are selling services for the Concessioner must sell those services at or below any Service-approved maximum rate, if applicable. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate.

- (8) **Reduced Rates for Government Employees.** The Concessioner must provide reduced rates to federal government employees conducting official government business when the federal government is obligated to pay for the service or reimburse the federal government employee. The Concessioner may not provide reduced rates for services to federal government employees who are not on official business, or to their families, unless such rates are equally available to the general public.
- (9) **Discounted Items.** If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities, or because of poor service or other conditions), it must discount the item.
- (10) **Deposit and Cancellation Policies.** The Concessioner must develop reservation procedures, including rates for deposits and cancellations, which are patterned after industry standards or those of businesses in the local market that serve as comparables or competitors to the Concessioner. The Concessioner may implement policies that are more favorable to the visitor than those of comparables or competitors, but not less. The Concessioner's rate schedule and advertising material must state in detail the conditions under which deposits will be refunded or cancellation fees charged. Reservations may not be accepted more than 18 months for services. The Concessioner must submit its reservation procedures, including deposit and cancellation policies, in writing to the Service for approval by March 1, 2027 and annually by March 1 if updated. Refund due dates must be within industry standards, if not immediate.

C) Evaluations

- (1) **Concessioner Monitoring Program.** The Concessioner must inspect and monitor its facilities and services for compliance with all applicable laws, the CS Guide, the Contract, including its exhibits, and other operational performance requirements and industry best practices, as well as its own plans and procedures. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies.
- (2) **Service Concessioner Review Program.** The Service will evaluate the Concessioner's Concession Facilities (if applicable) and services to assess and rate Concessioner performance in accordance with the Service's Concessioner Review Program as described in the CS Guide. The Concessioner must provide full access to management, facilities, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must prioritize and schedule corrections to and correct deficiencies. Copies of service standards, program standards, and all evaluation forms are available on the NPS Commercial Services' Concessions website under Concessioner Tools. The Concessioner will receive an Annual Overall Rating (AOR) report (Form 10-AOR) based on Service evaluations for the preceding calendar year. Program area scores will be rolled up into the Annual Overall Rating and rated as unsatisfactory, marginal, satisfactory, or superior based on the number of deficiencies in meeting service-specific and program standards, including special attention items as identified on the evaluation forms. Special attention item deficiencies will cap the program area score. One marginal program area score will cap the AOR at satisfactory. Two marginal program area scores or one unsatisfactory program area score will cap the AOR at marginal. Three marginal or two unsatisfactory program area scores will cap the AOR at unsatisfactory. AOR evaluation program areas are as follows:
 - (a) **Administrative Compliance (Form 10-ADM).** An annual review of the Concessioner's compliance with administrative contractual requirements, including timely submission of the annual financial report, timely and accurate submission of franchise fees, and proof of insurance requirements.

Operational Performance/Periodic Evaluations. Periodic evaluations of the Concessioner's operations to ensure conformance to applicable service standards and other operational requirements. Periodic evaluations may be announced or unannounced. The Concessioner may be contacted at the time of unannounced evaluations so that a representative of the Concessioner may accompany the evaluator. The operational performance rating (Form 10-OPR) collates periodic evaluation scores from all services under the Contract and weights them as determined by the Service.

- (b) Risk Management Program (Form 10-RMP). This evaluation considers the Concessioner's performance in implementing health, safety, and fire management programs and operating in accordance with the Concessioner's documented RMP. The Concessioner will receive an RMP rating based upon this evaluation.

Environmental Management Program (Form 10-EMP). This evaluation considers the Concessioner's performance in protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's EMP. The Concessioner's performance in addressing environmental audit findings is a component of this evaluation. The Concessioner will receive an EMP rating based upon this evaluation.
- (3) Visitor Satisfaction Review. The Service may review Concessioner visitor satisfaction monitoring system and survey results, complaints, and comments on the Concessioner's services.
- (4) Other Service Audits, Inspections, and Evaluations. The Service may request the assistance of third-party subject matter experts to conduct other audits, inspections, and evaluations of the Concessioner's operations. The findings of such experts may be incorporated in Service evaluations. The Concessioner must provide full access to its management, facilities, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must prioritize, schedule corrections to, and correct deficiencies. The Service reserves the right to enter or authorize third-party subject matter experts working on its behalf to enter the Concessioner's assigned facilities at any reasonable time for any evaluation or when otherwise deemed necessary by the Service.
 - (a) The Service may conduct environmental audits to evaluate the Concessioner's operations and any assigned facilities with respect to environmental compliance and environmental best management practices in accordance with the current NPS Concession Environmental Audit Program guidance. The Concessioner's performance in addressing open environmental audit deficiencies is considered in the EMP evaluation in the AOR.
 - (b) The NPS may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to the purposes and values of the Area. The Concessioner's performance in addressing interpretive program requirements is considered in periodic evaluations.

D) Public Information

- (1) The Concessioner must prominently post the following at all points-of-sale:

This service is operated by (Concessioner Name), a concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Rates for visitor services are subject to approval by the National Park Service.

Please address comments to:

*GLBA_Superintendent@nps.gov
Superintendent
Glacier Bay National Park & Preserve
P.O. Box 140
Gustavus, AK 99826*

This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges based on race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both. Complaints of violations of this prohibition should be addressed to the Director, National Park Service, 1849 C Street NW, Washington, DC 20240.

- (2) The following language must be included in all promotional materials, websites, and social media profile pages the Concessioner manages:
(Concessioner Name) is an authorized concessioner of the National Park Service. (Concessioner Name) is authorized to provide (list services) in (Area name).
- (3) The Concessioner must refer all media inquiries concerning the Area, operations within the Area, or any incidents within the Area to the Service. This includes all media interviews.
- (4) The Concessioner must post and distribute key public health and safety messages provided by the Service as requested.
- (5) The Concessioner must obtain approval from the Service for all promotional material prior to publication, distribution, broadcast, etc. This includes any promotional materials posted online. The Concessioner must provide such materials to the Service for review at least 30 days prior to projected need or printing dates. The Service will make every effort to respond to minor changes within 15 days. Longer periods may be required for major projects or where NPS staff assistance is required to help develop the product. The NPS will require the Concessioner to remove unapproved promotional material from circulation.
- (6) The Concessioner's website(s) must link to the Area website.
- (7) Social Media.
 - (a) The Concessioner must monitor its social media pages and remove offensive, irrelevant, and inaccurate postings.
 - (b) Concessioner social media strategies must align with park management objectives and must not include posts depicting activities that are illegal, inappropriate, or unauthorized within the Area. Social media strategies must be available for park review and approval upon request; individual social media posts do not need the prior approval of the Service.
 - (c) Within 60 days of the effective date of the Contract and as updated, the Concessioner must provide the Service with a list of all social media platforms and social media accounts, or 'handles,' associated with its operation and specify if those sites are managed directly by the Concessioner.
- (8) Authorized Concessioner Mark (the Mark). The NPS has an approved Mark it authorizes Concessioners to use to advertise the official relationship between the NPS and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark as provided on the NPS Commercial Services website.
- (9) Signs. The Concessioner must use professionally made signs and securely install them in a way that does not allow tape or staples to show. The Concessioner must obtain Service approval for all exterior signs prior to installation. Temporary signs must be professional in appearance. Additional signage standards are included in the service standards.

5) OPERATING STANDARDS AND REQUIREMENTS SPECIFIC TO SERVICE TYPE

The Service sets specific standards for commercial visitor services and evaluates the Concessioner's compliance with these standards. The applicable visitor service standards and periodic evaluation forms are available on the NPS Commercial Services website. The Concessioner must provide all services in a consistent, environmentally sensitive, and safe manner. Service standards provided by current NPS policy are considered minimum requirements. The Concessioner must monitor and evaluate its operations to ensure they meet these standards. Additional requirements specific to service type are outlined in this section. Deviations from the service standards identified in this Operating Plan supersede requirements in the service standards posted on the website.

A) Kayak Rentals: Bartlett Cove (Required Service)

- (1) Standard. The Service will evaluate Kayak Rental services at Bartlett Cove using the **Boat Rentals** service standard.
- (2) General Requirements. The Concessioner is required to provide kayak rentals on a daily basis from the identified Operational Area (see Exhibit B, Addendum 2) in Bartlett Cove in Glacier Bay National Park.
 - a) Operating season: Memorial Day weekend through Labor Day. Requests to operate outside the operating season must be submitted to the Superintendent for approval.
 - b) Operating location: The designated site is along the shoreline, approximately 50 meters northeast of the Bartlett Cove Public Use Dock. The identified operating location may be temporary. At the discretion of the Service, the operating location may be updated in the Operating Plan during the term of the contract. The Service will endeavor to provide the Concessioner with advance notice when possible if implementation of elements in the Park's Frontcountry Management Plan result in changes to the contract's operational area. For more information visit <https://www.nps.gov/glba/learn/management/frontcountry.htm>.
 - c) Concessioner's representative is required to attend an annual orientation meeting prior to each operating season to review and receive continuing education about regulations, wildlife viewing, bear safety, wilderness and leave no trace ethics. This orientation will be an expansion of the general backcountry orientation.
- (3) Equipment.
 - a) The Concessioner is limited to an on-site inventory of no more than 20 kayaks in Bartlett Cove.
 - b) Within 30 days of award of this contract, the Concessioner must submit their initial rental inventory to the Superintendent for review and approval. The Concessioner must submit to the Superintendent for review and approval any proposed changes to the rental inventory, after the initial inventory is approved, including quantity, make, model or colors.
 - d) The Concessioner must inspect, at least annually, prior to the start of the operating season, all equipment (including safety equipment and supplies) for quantity, quality, and repair needs. As a result of these inspections, it must dispose of expired equipment, and repair or purchase equipment to maintain the inventory.
 - e) All equipment (including safety equipment and supplies) must be tested annually, prior to the start of the operating season, and prior to each conducted trip. If found defective, the equipment must be discarded or repaired prior to use. Equipment shall be maintained in a safe and seaworthy condition.
 - f) The Concessioner is prohibited from storing kayaks and associated equipment at locations in the park other than the operating location in Bartlett Cove identified in this Exhibit.
 - g) At the designated operating location, the Concessioner is authorized to leave up to four racks for storing sea kayaks and three single story sheds for storing associated equipment. These improvements are not capital improvements, as defined in 36 CFR 51.51.
 - h) Concessioner must provide for Superintendent review and approval before implementation, a planned layout for the kayak staging, kayak storage racks, and storage shed areas, within identified boundaries.
 - i) Except as provided by this Exhibit, the Concessioner is prohibited from installing temporary improvements or property or from caching or storing materials, supplies, or equipment of any type within the Area, without express written approval from the Superintendent.
 - j) Temporary sheds and kayak racks must be well maintained and kept in an appropriate /acceptable level of appearance in character with other NPS buildings at Bartlett Cove. The

Concessioner must notify the Service prior to any performance of work which is outside routine maintenance on the sheds or other structures.

- k) Temporary sheds adjacent to and inside of the historic district shall be maintained to an acceptable appearance in character with other NPS buildings within the district and should blend in with the surrounding environment. Any color or material change requires prior approval from the Superintendent.
- l) The Concessioner must ensure buildings and supplies are tightly sealed, and maintain clean facilities, thereby reducing potential for wildlife access.
- m) The Concessioner must bring to the attention of the Service the existence of pests or exotic-invasive plants within the concessioner's assigned area.
- n) Concessioner is prohibited from landscaping, trimming, or improving the area without prior written permission from the Superintendent. Concessioner must contact the Service to address landscaping needs such as trimming.
- o) Waste management requirements:
 - The Concessioner must develop, promote and implement a litter abatement program.
 - The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
 - The Concessioner must remove all solid wastes generated from the kayak rental services from the park for proper separation, recycling and disposal. Use of Service solid waste receptacles is prohibited.
- p) Upon the termination of this Contract, all use areas will be returned to as natural a condition as possible and the Concessioner must remove all property including temporary racks and sheds from the Area within six months. Any property not removed within six months shall become the property of the United States without compensation.
- q) The Concessioner is authorized motorized access to the authorized site along the Tlingit Trail from time to time, when necessary. Vehicles or trailers shall not be parked unattended along the Tlingit Trail, and shall be moved out of the corridor as soon as equipment is dropped off or picked up. Visitor Information Station staff or a Park Ranger shall be notified prior to driving on this access. As a general practice, the Concessioner shall access and transport equipment to and from the site by foot or nonmotorized conveyance.

(4) Safety.

- a) Within 60 days of contract award, and prior to making any subsequent changes, the Concessioner will submit to the Superintendent for review and approval, a proposed Sea Kayak Orientation and Safety Program. The program will include a list of information to be provided to participants, a list of all equipment to be provided, a description of how the participant will be oriented to the functions and use of this equipment, and a description of the information provided regarding the safe use of the equipment. The Concessioner will adhere to the program approved by the Superintendent for all kayak rentals under this contract.
- b) The Concessioner is authorized to provide participants with safety and weather-dependent gear such as rain gear, rubber boots, maps, etc.
- c) The Concessioner must provide the appropriate size and type of personal flotation device (pfd) for all participants, including adults and children.
- d) The Concessioner's employees and support staff must provide pre-trip safety sessions covering, at a minimum, such topics as weather, tides, general information regarding wildlife and minimizing encounters, proper clothing and gear, food storage, and emergency procedures.

(5) Interpretation.

The Concessioner must provide information to its visitors to address wilderness stewardship values and Leave No Trace principles.

The Concessioner may additionally include information about the Area and its resources and include interpretive techniques designed to connect diverse audiences with Area resources, instill conservation ethics, and increase participant's environmental awareness.

(6) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-BOA Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
2	Landscaping/Grounds	Exclusion	Concessioner not responsible for maintaining landscape.
3	Parking	Exclusion	Concessioner is not responsible for parking lot.
4	Pathways, Sidewalks, Ramps, Steps, and Stairs	Exclusion	Only applicable to pathways and surfaces within operational area. Sidewalks, ramps, steps, and stairs are not present.
5	Lighting/Illumination	Exclusion	No utilities in the assigned operation location
7	Utilities	Exclusion	No assigned utilities
8	Trash and Recycling	Exclusion	
9	Fences and Walls	Exclusion	
10	Flags	Exclusion	
11	Vending Machines	Exclusion	Neither required or authorized
12 - 19	Public Areas - Interior	Exclusion	
20	Emergency Lighting	Exclusion	No utilities in the assigned operation location
22	Smoke Detectors	Exclusion	Temporary/removable structures, no utilities
23	Fire Alarms and Pull Boxes	Exclusion	Temporary/removable structures, no utilities
25-33	Dock/Launch Facilities	Exclusion	Not associated with the contract.
34-45	Maintenance Area/Building	Exclusion	A maintenance building or area is associated with the contract.
51-56	Motorized Vessels	Exclusion	Not authorized under the contract

B) Rental of equipment and clothing associated with kayak rental activities: Bartlett Cove (Authorized Service)

- (1) Standard. The Service will evaluate the rental of equipment and clothing associated with kayak rental activities at Bartlett Cove using the **Rentals – Recreational Equipment** service standard.
- (2) General Requirements. The Concessioner is authorized to rent equipment and clothing associated with kayak rental activities. Rental from the identified Bartlett Cove land assignment is authorized.
- (3) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-REN Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
1-11	Rental Facility	Exclusion	
12-18	Public Areas – Interior	Exclusion	
19-23	Safety	Exclusion	

C) Transportation in support of kayak rental activities: Gustavus and Bartlett Cove (Authorized Service)

- (1) Standard. Standard. The Service will evaluate the transportation between Gustavus and Bartlett Cove associated with providing kayak rental services using the **Automobile Services** service standard.
- (2) General Requirements. The Concessioner is authorized to provide transportation between Gustavus and Bartlett Cove in support of kayak rental activities.
- (3) Exclusions or additions to standards. Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.

10-AUT Element Number	Element Name	Exclusion/ Addition	Details of Exclusion or Addition
1-10	Service Station – Exterior	Exclusion	Not authorized under the contract
11-21	Public Areas – Interior	Exclusion	Not authorized under the contract.
24-35	Fuel Islands	Exclusion	Not authorized under the contract
36-47	Garage/Auto Repair	Exclusion	Not authorized under the contract
57-58	Retail	Exclusion	Not authorized under the contact

D) Emergency and Incident Reporting

- (1) The Concessioner must report emergencies by dialing 911. The Concessioner must immediately report the incidents listed below to Area Dispatch at 907-683-9555.
 - (a) Employee or visitor injuries, incidents, overdue kayakers or property damage that necessitates a medical, fire, or law enforcement response.
 - (b) Fatalities.
 - (c) Any incident that adversely affects Area resources.
 - (d) Any known or suspected violations of the law, including illegal drug use by Concessioner employees.
 - (e) Any fires that cause damage or require emergency response.
 - (f) Accidents or incidents that could result in a tort claim to the United States or the Concessioner.
 - (g) Any motor vehicle accidents regardless of the amount or extent of damage.
 - (h) Property damage estimated to be over \$300.
- (2) The Concessioner must report **the incidents above and the following** to the Service within 24 hours or as soon as practicable. The Concessioner should not assume the Area Dispatch will inform the Area concession specialists:

- (a) Any safety-related reportable accident or public health incident.
- (b) Any notice of violation from local, state, or federal entities.
- (3) Human Illness Reporting. The Concessioner must immediately report information on all outbreaks of human-communicable illnesses, whether among employees or guests, to Area Dispatch. A suspected outbreak of human illness is two or more persons with common symptoms. This information, along with other information received, may be investigated by the NPS Office of Public Health to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Initial reports may be made by telephone. The Concessioner must notify the designated concession specialist in writing within 24 hours or as soon as practicable.
- (4) The Concessioner must report all significant interactions with marine or terrestrial wildlife to the Service. Significant interactions include but are not limited to:
 - Situations in which animals obtain food from humans;
 - Instances where kayaks make physical contact with marine wildlife while afloat, including capsizing events;
 - Any interactions indicating that terrestrial or marine mammals were startled, disturbed, or otherwise adversely affected by human activity.
- (5) The Concessioner must immediately report any threatened or actual discharge or release of hazardous substances to Area Dispatch. The Concessioner must also call the following numbers:
 - (a) National Response Center: 1-800-424-8802

E) Operational Reporting

- (1) Certificates of Insurance. The Concessioner must provide certificates of insurance to the Service at the time insurance is first purchased and annually, no later than 30 days after the insurance(s) renewal date(s).
- (2) Visitor Satisfaction. The Concessioner must provide the Service with an annual electronic summary report of visitor satisfaction survey responses, including comments and complaints and electronic and hard copy results, in a format to be defined by the Service. The Concessioner must provide individual comments upon request. See '3) General Policies and Programmatic Requirements, E) Visitor Satisfaction,' for requirements on reporting complaints.
- (3) Operational Performance Report. The Concessioner must provide an annual summary report by November 1. Using the Microsoft Excel template (Attachment B provided by the Service, the Concessioner must submit operational and visitor use statistics for each activity as noted below. The completed spreadsheet must be submitted electronically as a Microsoft Excel workbook.
 - (a) List of all rentals under the park concession contract including name, number of single and double kayaks rented, dates of rental and return; length of rental (e.g. number of days), and type of kayak (e.g. single, double, expedition double, etc.).
 - (b) Summary of incidental equipment rentals.
 - (c) Summary of other services.
 - (d) Rate Monitoring Information. The Concessioner must supply the Service with rate monitoring information as described above in Section 4) B) Rate Determination and Approval Process and as proposed in its rate monitoring plan.

F) Concessioner Financial Reporting

In addition to the Annual Financial Report (AFR), the Concessioner must provide the following financial reports to the Service.

- (1) Franchise Fee Payments. The Concessioner must make payments due to the Service through electronic funds transfers via Pay.Gov as directed by the Service.
- (2) Annual Reports
 - (a) Annual Budget. If requested by the Service, the Concessioner must provide a budget, including detailed utilization and revenue and expense projections, no later than 30 days prior to the start of the Concessioner's fiscal year.
 - (b) Financial Forecast. If requested by the Service, the Concessioner must provide a mid-season financial forecast for each business activity compared to its annual budget, no later than 195 days following the start of the Concessioner's fiscal year.

6) SUMMARY OF INITIAL AND RECURRING DUE DATES

The following table summarizes preceding reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner. In the event of any conflict between this summary table and the terms of the Operating Plan above, the terms of the Operating Plan control.

Title	Frequency	Due Date
Standard Due Dates		
Annual Budget	Upon request	Upon request
Certificate of Insurance	Initial and annually	At the time insurance is first purchased and annually no more than 30 days after the insurance renewal date
Employee Handbook	Initial and as updated	Within 60 days of the Contract effective date and at least 30 days prior to publication or distribution of changes
External Regulatory Agency Notice of Violation, Inspection, or Other Communication	As needed	As soon as possible, but not later than ten days after receipt
Hiring Procedures and Policies	Initial and as updated	By March 1, 2027 and as updated
Key Personnel List	Annually	Annually by May 1
List of Social Media Platforms	Initial and as updated	Within 60 days of the effective date of the Contract and as updated
Operational Performance Report (Microsoft Excel Workbook)	Annually	Annually by November 1
Promotional materials	Before use	At least 30 days prior to publication or distribution
Rate Monitoring Plan	Initial and as updated	Within 60 days of the effective date of the Contract, and as updated
Reservation Procedures with Deposit and Cancellation Policies	Initial and annually	Initially by March 1, 2027 and annually by March 1
Risk Management Program	Initial and annually	Within 60 days of the effective date of the Contract and at least 30 days before implementation of any revisions
Schedule of Operations	Initial and annually	At least 90 days prior to the proposed start of operations and then annually by March 1
Visitor Satisfaction Summary Report	Annual	Annually by November 1
Visitor Satisfaction Survey	Initial	Within 30 days of the effective date of the Contract

Due Dates Specific to Contract		
Rental Inventory	Initial and as updated	Within 30 days of the effective date of this contract, and as updated

ATTACHMENT A: REFERENCED WEBSITES

Referenced Website	Website URL
36 CFR 51 Concessions Contracts	https://www.ecfr.gov/current/title-36/chapter-I/part-51?toc=1
Chapter 10 of NPS Management Policies	https://www.nps.gov/subjects/policy/mp-10-commercial-services.htm
Commercial Services Guide (CS Guide)	https://www.nps.gov/subjects/concessions/law-regulation-policy.htm
Directors Order 35B	https://www.nps.gov/subjects/policy/upload/DO_35B_12-31-2011.pdf
Directors Order 50B	https://www.nps.gov/subjects/policy/upload/DO_50B_9-3-2008.pdf
Director's Order 50D	https://www.nps.gov/subjects/policy/upload/DO_50D_6-29-2009.pdf
Emergency Preparedness and Response	https://www.osha.gov/SLTC/emergencypreparedness/
Hazard Communication	https://www.osha.gov/dsg/hazcom/
NPS Commercial Services Website	https://www.nps.gov/subjects/concessions/index.htm
NPS Commercial Services Website, Authorized Concessioner Mark	https://www.nps.gov/subjects/concessions/acm.htm
NPS Commercial Services Website, Concessioner Tools	https://www.nps.gov/subjects/concessions/cti.htm
NPS Commercial Services Website, Service Standards	https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm
NPS Environmental Management Standards for Concessioners	https://www.nps.gov/subjects/concessions/environmental-management.htm
NPS Risk Management Standards for Concessioners	https://www.nps.gov/subjects/concessions/risk-management.htm
NPS Volunteers Program	https://www.nps.gov/getinvolved/volunteer.htm
Rate Administration Guide and Addendum	https://www.nps.gov/subjects/concessions/rate-administration.htm
NPS Office of Public Health website	https://www.nps.gov/orgs/1735/index.htm

ADDENDUM 1: ELEMENTS FROM THE PROPOSAL

◀ Elements from Proposal Applicable? Choose a building block. Elements from Proposal Applicable? ▶

ADDENDUM 2: OPERATIONAL AREA

The designated site is along the shoreline, approximately 50 meters northeast of the Bartlett Cove Public Use Dock. The identified operating location may be temporary. At the discretion of the Service, the operating location may be updated in the Operating Plan during the term of the contract. The Service will endeavor to provide the Concessioner with advance notice when possible if implementation of elements in the Park's Frontcountry Management Plan result in changes to the contract's operational area. For more information visit <https://www.nps.gov/glba/learn/management/frontcountry.htm>.

Kayak rental operations, kayak storage, and associated equipment storage, as authorized under this contract, are limited to the boundaries shown on the following maps. The kayak sheds shown in yellow are the property of the current concessioner and will be removed prior to the start of the new contract.



