

**DRAFT CONTRACT**

**AMC-BRCA00X-25**

**Asset Management Services**

**for**

**Management Agreement Oversight**

**United States Department of the Interior**

**National Park Service**

Asset Manager Name

Asset Manager Address 1

City, State Postal Code

## I. IDENTIFICATION OF PARTIES AND CONTRACT EXECUTION

THIS CONTRACT ("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 National Park Service Associate Director, Business Services,, (hereinafter referred to as the "Director") and (Asset Manager Name), a [entity type] organized and existing under the laws of the State of (State), (hereinafter referred to as the "Asset Manager"):

WITNESSETH:

**THAT WHEREAS**, the National Park Service ("NPS" ) is authorized to award and administer commercial services contracts and related professional services contracts for the operation and expansion of commercial visitor facilities and visitor services programs in units of the National Park System under the Visitor Experience Improvements Authority, Title VII of the National Park Centennial Act (codified as amended at 54 U.S.C. §§ 101931–101938) ("VEIA"); and

**WHEREAS**, the Director has determined that asset management services are necessary to assist the NPS in overseeing and administering a commercial services contract to be awarded under the VEIA for the operation and expansion of commercial visitor facilities and visitor services programs in Bryce Canyon National Park ("Park");

**NOW, THEREFORE**, pursuant to the authority contained in 54 U.S.C. § 101931, the Director and the Asset Manager agree to the terms and conditions of the Contract that follow.

## II. GENERAL

### A. Purpose of Contract

The purpose of this Contract is for the Asset Manager to provide hospitality asset management services to assist the Director in overseeing and administering the activities under the Management Agreement for the Bryce Canyon Hotel (and its associated facilities and visitor services) (VA-BRCA003-25) ("Management Agreement"), a commercial services contract the NPS will award under the VEIA.

### B. Authorities for Contract

The authority to award this Contract is 54 U.S.C. § 101931, which states "the Secretary may award and administer commercial services contracts (and related professional services contracts) for the operation and expansion of commercial visitor facilities and visitor services programs in [National Park] System units, and — [contracts] may be awarded ... without regard to Federal laws and regulations governing procurement by Federal agencies, with the exception of laws and regulations related to Federal government contracts governing working conditions and wage rates."

### C. Contract Cost

Fees for the services defined in the Scope of Work, as set forth in Section III below, are inserted from the Asset Manager's proposal and included in Table 1 below.

**Table 1: Contract Total Cost (NTE)**

Please complete blank cells with corresponding information.

Task	Labor Total Cost	Travel	Other Direct Costs (ODCs)	Total Year 1	Total Year 2	Total Year 3	Total
<b>TOTAL</b>							

If, pursuant to Section II.D. below, the NPS provides opportunities for the Asset Manager to exercise Option Years, for each Option Year, the NPS and Asset Manager may, through mutual agreement, modify Table 1 and Table 2 to account for inflation as determined by any increase in the Consumer Price Index for All Urban Consumers (CPI-U) in the previous year and, if applicable, an increased level of effort needed for the Asset Manager to successfully complete the requirements in the Scope of Work. Unless and until the parties agree to any modifications to Table 1 and Table 2, the agreed-upon fees and rates from the preceding year will apply to the Option Year.

If the NPS identifies the need for an additional task or tasks not outlined in the Scope of Work, the NPS will request the Asset Manager to submit a proposed plan for completing the additional task or tasks and a “not-to-exceed” (NTE) budget for each additional task. Any additional work will be optional for the Asset Manager and must be mutually agreed upon before commencement. The additional work performed must be billed on a time and materials basis at the rates indicated below in Table 2. Fees for the additional work performed must be preapproved by the Deciding Official’s Representative (“DOR”), as identified in Subsection E (Points of Contact) below.

Labor categories, key personnel, and associated hourly rates for the services defined in the Scope of Work, as set forth in Section III below, are inserted from the Asset Manager’s proposal and included in Table 2 below.

**Table 2: Contract Labor Category, Key Personnel, and Hourly Rate(s)**

Please complete blank cells with corresponding information.

Labor Category	Key Personnel	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3

The Director will monitor progress against the Scope of Work using monthly invoices and progress reports submitted by the Asset Manager. The NPS may revise the Scope of Work and authorize the

Asset Manager to exceed these NTE amounts if an increased level of effort is determined to be necessary by the NPS for the Asset Manager to successfully complete the requirements in the Scope of Work. Only the Deciding Official (“DO”), on behalf of the NPS, has the authority to modify these amounts.

#### **D. Term of Contract**

The base term of this Contract is for three years from [Date] until [date] (Base Period of Performance). If by second anniversary of the Contract effective date, the Asset Manager has not received any annual performance evaluation overall rating of either marginal or unsatisfactory (see Section V.D. below), the NPS may provide an opportunity for the Asset Manager to exercise an option for an additional year (Option Year) beyond the Base Period of Performance, if there is a continued need and funding is available. If the Asset Manager accepts the initial Option Year, the Asset Manager may be provided the opportunity for an additional Option Year every twelve months, with each such Option Year becoming effective twelve months later, provided the Asset Manager did not receive an annual performance evaluation rating of either marginal or unsatisfactory during the prior twelve months, the Base Period of Performance plus all Option Years do not exceed 12 years, and there is a continued need and funding is available. The Base Period of Performance plus any Option Years is referred to collectively hereafter as the “Period of Performance.” The Base Period of Performance plus Option Years may end prior to the expiration or termination of the Management Agreement. The NPS may award a subsequent contract for hospitality asset management services to assist the Director in overseeing and administering the Management Agreement.

#### **E. Points of Contact**

The following persons are the NPS’s points of contact and associated roles for the Contract. Additional information on the responsibilities of these points of contact is provided in Section V of this Contract.

DO: Associate Director, Business Services

DOR: Chief, Commercial Services Program

WASO Project Management Support Representative (“PM”): TBD

Other NPS personnel will provide additional project management and technical support as needed. These individuals include the WASO Commercial Services Program Branch Chiefs for Planning and Development, Asset Management, Financial Management, and Contract Management, one or two selected regional commercial services representatives, and Park personnel. This support will be coordinated with the DOR through the PM.

#### **F. Asset Manager Qualifications and Experience**

The Asset Manager's key personnel for completing the work under this Contract were described in and identified by labor category in the Asset Manager's response to the NPS’s solicitation for this Contract. These key personnel and labor categories are presented in Table 2 above.

The Asset Manager's key personnel must have demonstrated experience in managing and overseeing hospitality assets, including hospitality asset operational and financial performance, and managing agreements to provide such hospitality asset oversight.

#### **G. Subcontractors**

The Asset Manager will obtain the consent of the DO prior to using any subcontractors.

#### **H. Places of Performance**

The Asset Manager will perform work primarily in its own offices or in the Park.

### **III. SCOPE OF WORK**

#### **A. Background**

The VEIA allows the NPS to solicit, award, and administer commercial services contracts (and related professional services contracts) for the improvement, modernization, and expansion of commercial visitor facilities and visitor services programs. The VEIA is separate from and supplements the existing authority granted to the NPS under the National Park Service Concessions Management Improvement Act of 1998, codified as amended at 54 U.S.C. §§ 101911–101926 ("1998 Act"), to award concession contracts. There are currently approximately 500 concession contracts issued under the 1998 Act. The authority granted to the NPS under the 1998 Act is not modified or replaced by the VEIA.

#### **B. Purpose**

The Asset Manager, as the Director's advisor with respect to specified business reviews and recommendations related to the Management Agreement, will assist the Director in achieving the NPS's objectives of expanding, modernizing, and improving the facilities and services provided to Park visitors under the Management Agreement, or such other objectives as the Director may determine from time to time, in the Director's sole discretion, and communicate to the Asset Manager and the entity operating under the Management Agreement (the "Management Company").

The Asset Manager must have a clear understanding of the NPS's objectives as they relate to the Bryce Canyon Hotel and serve as a liaison between the NPS and the Management Company and represent the NPS in all discussions and negotiations regarding operating functions. This includes but is not limited to addressing performance, compliance, and operational strategies to ensure the Management Company's performance under the Management Agreement aligns with the NPS's objectives.

#### **C. Scope of Work**

The following tasks must be performed by the Asset Manager related to the operations under the Management Agreement. The list of deliverables and schedule associated with this Contract is provided in Section IV below. The Director anticipates regular communication between the NPS and the Asset Manager and that tasks may evolve over the Period of Performance.

- 1. Subject matter expertise for the selection and transition of the Management Company.** The NPS will issue a Request for Proposals (RFP) soliciting interested parties to submit their proposals to become the Management Company under the Management Agreement. The Asset Manager will support the NPS with the selection and transition of the Management Company by providing the NPS subject matter expertise as follows:
  - a. Assist the NPS with the negotiation of the Management Agreement with the selected respondent by providing subject matter expertise with the goal of reaching an agreement with the Management Company that aligns with the NPS's objectives of expanding, modernizing, and improving the facilities and services provided to Park visitors under the Management Agreement.
  - b. Assist the NPS with the transition of the Hotel to the Management Company, including but not limited to reviewing the initial total amount funded by the NPS for the transition of the Hotel operation to the Management Company.
- 2. Oversight of Management Agreement**
  - a. Serve as the primary advisor between the NPS and the Management Company; and advise the Director on all aspects of the management of the assets and industry standards and metrics.
  - b. Conduct monthly analyses of the Management Company's financial statements and operating performance and encourage the Management Company to respond where areas of opportunity exist.
  - c. Identify and evaluate operating initiatives and improvements for the Management Company to reduce costs while still maintaining high guest satisfaction and meeting the Management Agreement's "Operating and Maintenance Standards" (i.e., the minimum requirements set by the Director for providing services and operating and maintaining the Bryce Canyon Hotel, related facilities, and Park lands managed by the Management Company under the Management Agreement (collectively, referred to hereinafter as the "Hotel")) included as Exhibit G to the Management Agreement.
  - d. Monitor the Management Company's compliance with the Management Agreement and advising the Management Company to maximize the financial return to the NPS and achieve other NPS priorities.
  - e. Review and advise the NPS regarding the Management Company's operating manuals and procedures.
  - f. Monitor the Management Company's management of personnel operations, including its personnel located at the Hotel and Off-Site Personnel, and prepare periodic reports to the NPS, including reviewing credentials for the general manager, director of sales and marketing, director of finance (or equivalent position), and head of engineering (or equivalent position) for the operations under the Management Agreement and provide recommendations for necessary changes, if any.
  - g. Immediately report any emergency or time-sensitive priority matters to the NPS, including but not limited to natural disasters, property destruction, criminal incidents, acts of negligence resulting in material consequences, gross mismanagement, or any other incidents.

- h. The Asset Manager will conduct, at a minimum, quarterly on-site reviews to advise the NPS of the Management Company's overall compliance with the Management Agreement.

### **3. Planning and Strategy**

- a. Monitor relevant local, regional, national, and international economic conditions, trends, the competitive hotel market, the local labor market, and other relevant factors that may impact the performance of the Management Company, at minimum quarterly.
- b. Review the Management Company's developed annual budgets with the Management Company to advise the Management Company of meeting the NPS's goals and objectives; make recommendations to the NPS regarding the approval of, or revisions to, all proposed budgets required under the Management Agreement.
- c. Provide analysis to the NPS with input from the Management Company regarding the revenue impact of various pricing strategies and the percentage of price-controlled inventory on revenue to the NPS and provide recommendations regarding the percentage of inventory subject to price controls and the percentage subject to dynamic pricing.

### **4. Financial Oversight and Reporting**

- a. Receive monthly financial and operating reports from the Management Company and verify that reports are submitted to the NPS, as required in the Management Agreement. Review monthly financial reports for accuracy and completeness and consolidate them for the NPS. Provide a summary report to the NPS that reports on the monthly reports with flux analysis identifying monthly performance and resolves any anomalies identified by the Management Company or Asset Manager's review.
- b. Review entries prepared by the Management Company to convert the Management Company financial statements from hospitality industry standards (USALI) to government standards (USSGL) monthly.
- c. Verify that the Management Company completes monthly bank reconciliations; report any anomalies within monthly summarized financial reports to the NPS.
- d. Receive inventory reports from the Management Company; verify the Management Company completes inventories as required by the Management Agreement.
- e. Review and assess internal controls policies of the Management Company and test the effectiveness of implementation of the internal control policies by the Management Company every three (3) months, at minimum.
- f. In instances where the Management Company's expenditures are unreasonable or exceed operational and capital budgets, or when any account balances are projected to fall below minimum thresholds, obtain justification statements and supporting documentation from the Management Company, and submit the justification statements and supporting documentation, along with Asset Manager's analysis and advised course of action, to the NPS for review and further clarification and any subsequent actions required.
- g. Assess situational appropriateness of the Management Company's requests for approval of expenses that exceed the approved budgets and submit recommendations to the NPS based on a reasonableness standard.

- h. When authorized by the NPS, countersign draws from special accounts (created by the Management Company pursuant to the Management Agreement) by the Management Company for unanticipated expenditures of operational and capital expenses.
- i. Review and assess the Management Company's Operating Statements, Operating Budget, and the maximum balance.

#### **5. Facilities, Personal Property, and Capital Improvement Plan**

- a. Before the commencement date of the Management Agreement ("Commencement Date"), together with the Management Company, inspect existing furnishings, fixtures and equipment ("FF&E") and provide the NPS with a review of the Management Company's pricing data and a recommendation on whether to purchase new or existing FF&E.
- b. Review initial build-out plans to identify potential capital assets and non-capital assets. Monitor potential capital assets to determine which assets meet the NPS capitalization threshold. Ensure the Management Company follows procedures to correctly record capital improvements, and review prior to submission to the NPS for entry, which may require preparing files for upload.
- c. Review the Management Company's written report describing the annual inspection of the Hotel and identify significant changes and trends, verify results against the Management Agreement's "Operating Standards," recommend changes for review with the NPS representative from the Park, and prepare a report for the NPS national and regional Commercial Services Program administrators. Review the Management Company's Structural Fire Management Plan and communicate the plan to the Owner and ensure a cohesive approach to integrate the Owner's Structure Fire plans with the Management Company's plans.
- d. Review and analyze plans and reports for:
  - i. A capital budget for the full or partial Fiscal Year;
  - ii. A five-year schedule of other recommended "Capital Expenditures" (defined under the Management Agreement as any costs or expenses actually incurred after the Commencement Date with respect to the Hotel that are properly categorized as capital in nature under generally accepted accounting principles);
  - iii. Forecasting that details anticipated contributions to the proposed expenditures from the "Special Account for Capital Expenditures," which is a separate reserve bank account established in accordance with the provisions of the Management Agreement from which to fund expenditures for "Capital Replacements." "Capital Replacements" are replacements of FF&E as part of a "Cyclical Upgrade" or refresh to the Hotel, and ordinary Hotel capital replacement items. "Cyclical Upgrade" means periodic renovation of guestrooms, corridors, and public areas including the replacement of soft goods (drapes, carpet, upholstered furniture, bedcoverings, and mattresses), and case goods (furniture made of wood, plastic, metal, or glass) to ensure that the Hotel continues to conform to the Operating Standards;
  - iv. Descriptions of proposed "Major Capital Projects" to be made during the next operating year. Pursuant to the Management Agreement, "Major Capital



Projects” means the following capital projects if the total cost of such project exceeds \$500,000: non-recurring investment in the property that involves construction, renovation, replacement, or improvement of building structures, systems, or major equipment;

- v. The commercial rationale for such Major Capital Projects; and
  - vi. Requests for any additional funds that may be required to fund Capital Expenditures in excess of funds available in the Special Account for Capital Expenditures.
- e. Receive and review reports from the Management Company, identifying necessary adjustments to asset records (e.g., asset additions, deletions, impairments, improvements, last inventory date). Translate asset records into a loadable format for entry into the NPS Financial and Business Management System (FBMS) and Facility Management Software System (FMSS).
  - f. Develop and maintain a long-term (20-year) capital plan for the Hotel encompassing major FF&E cycles and major systems.
  - g. Monitor compliance with the Management Company’s reporting requirements, including, but not limited to, vehicle, energy, and property reporting.

#### **6. Quality Assurance**

- a. Review the marketing plan prepared by the Management Company. Discuss the effectiveness of the plan and any issues noted with the Management Company. Provide a comprehensive report to the NPS that measures the effectiveness of the plan and any corrective actions proposed or taken.
- b. Provide input to the Management Company when the Management Company is developing the guest satisfaction survey system (“Guest Satisfaction Survey System”). As defined in the Management Agreement, Exhibit G (“Operating and Maintenance Standards”), “Guest Satisfaction Survey System” means an internet-based or electronic system that provides guest satisfaction surveys designed to measure visitor satisfaction with the quality, services, product mix, pricing, facilities maintenance, and guest experience at the Hotel. Under the terms of the Management Agreement, the Management Company is required to develop the Guest Satisfaction Survey System with the input of the Asset Manager and obtain the NPS’s approval of the Guest Satisfaction Survey System before the Commencement Date of the Management Agreement.
- c. Review aggregate Guest Satisfaction Survey System data, review and monitor remediation programs, and, if necessary, propose additional action to the Management Company and NPS.
- d. Review and verify occupancy reports prepared by the Management Company.
- e. Review and report to the NPS, at minimum annually, the Management Company’s performance in relation to the following tests set forth in Section 9.7 of the Management Agreement (the “Performance Termination Tests”):
  - i. Whether the Management Company prepares and delivers to the Director for the Director’s approval, within sixty (60) days after the Commencement Date, an Environmental Management Program establishing sustainable practices to reduce the environmental impact of the operation of the Hotel;

- ii. Whether, for any two fiscal years during the term of the Management Agreement (which do not have to be consecutive), the Management Company fails to meet the applicable annual metrics for the reduction of the environmental impact of the operation of the Hotel that are set out in the Environmental Management Program approved by the Director;
- iii. Whether, for any two fiscal years during the term of the Management Agreement (which do not have to be consecutive), the Management Company fails to achieve the minimum passing score on the guest satisfaction surveys; and
- iv. Whether, for any two fiscal years during the term of the Management Agreement (which do not have to be consecutive), the Management Company fails to meet the occupancy metrics for the high-season, the shoulder season and/or the off-season (the occupancy metrics will be established by the Director, in consultation with the Asset Manager and Management Company, prior to the execution date of the Management Agreement, and may be based on numbers of visitors or any year-over-year increases or other criteria determined by the Director).

#### IV. DELIVERABLES AND SCHEDULE

The following subsections describe the deliverables and meeting schedule for this Contract.

##### A. Deliverables Schedule – Table 3

###### 1. Subject matter expertise for the selection of the Management Company

Task Reference	Due
1.a.	Within 2 weeks following naming of selected respondent
1.b.	Within 2 weeks following award of Management Agreement

###### 2. Oversight of the Management Agreement

Task Reference	Due
2.a	Ongoing
2.b	Monthly
2.c	Ongoing
2.d	Ongoing
2.e	At inception, and ongoing
2.f	Ongoing
2.g	Ongoing
2.h	At inception, and as needed, but at minimum quarterly

###### 3. Planning & Strategy

Task Reference	Due
3.a	Quarterly
3.b	Annually
3.c	Quarterly

**4. Financial Oversight and Reporting**

<b>Task Reference</b>	<b>Due</b>
4.a	Monthly
4.b	Monthly
4.c	Monthly
4.d	Annually
4.e	Annually
4.f	As needed
4.g	As needed
4.h	As needed

**5. Facilities, Personal Property, and Capital Improvement Plan**

<b>Task Reference</b>	<b>Due</b>
5.a	At inception (before the Commencement Date of the Management Agreement)
5.b	At inception, and as needed
5.c	Annually, As needed,
5.d	Annually 3 to 6 months before start of fiscal year
5.e	As needed
5.f	At inception, and update annually
5.g	At inception, and as needed

**6. Quality Assurance**

<b>Task Reference</b>	<b>Due</b>
6.a	Annually
6.b	Annually
6.c	Monthly
6.d	Monthly
6.e	Annually, and as needed

**B. Meeting Schedule**

The Asset Manager must meet with the Management Company and designated NPS representatives periodically. Initially, these meetings, which may be virtual, are expected to occur, at minimum, monthly. The Asset Manager must visit the property at least quarterly. NPS anticipates that meetings will be held virtually monthly, for the first three months of the Period of Performance, and then change to in-person quarterly meetings and monthly virtual meetings.

## **V. CONTRACT ADMINISTRATION**

### **A. Authorities and Delegations**

The DO is the only individual authorized to enter into or terminate this Contract, stop work, modify any term or condition of this Contract, waive any requirement of this Contract, or accept nonconforming work.

The Asset Manager must comply with the written or oral direction of the DO or authorized representative. The Asset Manager is not required to proceed with direction issued without proper authority.

The DOR will be responsible for technical monitoring of the Asset Manager's performance and deliveries. The DOR is not authorized to perform, formally or informally, any of the following actions:

1. Promise, award, agree to award, or execute any Contract modification, termination, or notice of intent that changes or may change this Contract;
2. Waive or agree to modification of the delivery schedule;
3. Make any final decision on any Contract matter subject to dispute; and
4. Obligate in any way the payment of money by the NPS.

If the DOR has taken an action or has issued direction (written or oral) that the Asset Manager believes exceeds the DOR's authority, the Asset Manager must notify the DO in writing, within three days of the occurrence, with as much detail as possible. If the Asset Manager performs the work the DOR directed prior to receiving a response from the DO, the Asset Manager assumes all costs, risks, liabilities, and consequences of performing the work.

The DO will respond in writing within 30 days to any notice provided by the Asset Manager as described in the paragraph above.

Any action(s) taken by the Asset Manager in response to any direction given by any person acting on behalf of the NPS or any NPS official other than the DO or the DOR acting within their authorities will be at the Asset Manager's risk.

### **B. Travel**

Travel by the Asset Manager in the performance of this Contract must be authorized by the NPS in advance. Travel costs will be reimbursed in accordance with Federal Travel Regulation at Title 41, Subtitle F of the C.F.R.

### **C. Invoice and Monthly Progress Reports**

The Asset Manager must submit invoices along with the monthly progress reports to the WASO PM for payment processing. The Asset Manager must include the following:

#### **1. Invoices and Monthly Progress Report**

- a. A monthly invoice and progress report must include the following general information:
  - i. Asset Manager name.
  - ii. Asset Manager address.

- iii. Contract number.
- iv. Purpose of the invoice.
- v. Billing period for the services performed.
- b. A monthly invoice and progress report must also include the following presented for each Scope of Work primary task:
  - i. Description of work completed and deliverables for the billing period.
  - ii. Labor hours and cumulative hours worked during the billing period by labor category.
  - iii. Labor costs for the preceding month and cumulative costs during the billing period by labor category.
  - iv. Travel expenses for the billing period and cumulative travel expenses during the Period of Performance.
  - v. Other direct costs (ODCs) for the billing period and cumulative ODCs during the Period of Performance.
  - vi. Total costs for the billing period and cumulative total costs during the Period of Performance.
  - vii. Other information on work progress as necessary to describe status in completing the required tasks in the Scope of Work.

For the tasks that may arise and are not outlined in the Scope of Work, but approved pursuant to Section II.C, and in accordance with the labor rates indicated in Table 2, the Asset Manager must invoice for these tasks as described above.

#### **D. Annual Performance Evaluation**

Within 30 days prior to the first anniversary of the award of this Contract, and within 30 days prior of each subsequent anniversary, the DOR will provide to the Asset Manager a narrative evaluation of the Asset Manager's performance covering the categories of quality, schedule, cost control and management that will include an overall rating of the Asset Manager's performance of either very good, satisfactory, marginal or unsatisfactory.

#### **E. NPS Rights**

All documents and other tools developed in the performance of this Contract are and remain the sole property of the NPS and may be used by the NPS for any other purpose without additional compensation to the Asset Manager. The Asset Manager agrees not to assert any rights and not to establish any claim under intellectual property laws. The Asset Manager agrees to furnish and provide access to all retained materials at the request of the DO for three years after final payment under this Contract.

If the NPS uses any of the above-mentioned materials for purposes other than those included in this Contract or other than for which it was provided, the Asset Manager may not be held liable for any personal or property damage arising from such use.

This provision will survive expiration or termination of this Contract.

**F. Nondisclosure**

The NPS will make information (e.g., written, verbal, and electronic information and NPS policy, processes, and procedures) available to the Asset Manager for the performance or administration of this Contract. The NPS considers this information as confidential government information. The Asset Manager may also have access to information provided by VEIA management agreement respondents and operators that may be further identified as confidential business information.

The Asset Manager may use this information only for those purposes and may not use the information for any other purpose or in any other way without the prior written agreement of the DO.

The Asset Manager may not divulge or make known in any manner such information to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an authorized official or employee of the Asset Manager requires the prior written consent of the DO.

The Asset Manager must account for all personally identifiable information upon receipt and properly store such information before, during, and after processing. The Asset Manager must give all related output the same level of protection as required for source materials.

**G. Conflicts of Interest**

The Asset Manager must not exploit its professional relationship or use confidential NPS information to provide an advantage to existing or potential NPS VEIA contractors (e.g., management agreement holders or management companies), concessioners, lessees, or commercial use authorization (CUA) holders. The Asset Manager agrees to the following conflict of interest limitations:

1. An Asset Manager may not advise current or known potential NPS VEIA contractors (e.g., management agreement holders or management companies), concessioners, lessees, or CUA holders on confidential information. An Asset Manager cannot directly benefit from information received from its work under the contract about solicitations. This includes aiding prospective offerors in preparing for or submitting offers on any concession contract prospectuses or VEIA contract solicitations issued by the NPS.
2. Without the prior written permission of the DO, an Asset Manager may not engage a subcontractor to assist in performance of work under the contract when the subcontractor operates under a NPS permit, including concession and VEIA contracts, leases, or CUAs.
3. The Asset Manager warrants that, to the best of the Asset Manager's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest or that the Asset Manager has disclosed all such relevant information.
4. The Asset Manager agrees that if an actual or potential organizational conflict of interest is discovered, the Asset Manager will make a full disclosure in writing to the DO. This disclosure must include a description of actions which the Asset Manager has taken or proposes to take, after consultation with the DO or the DOR, to avoid, mitigate, or neutralize the actual or potential conflict.
5. The DO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Asset Manager was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the

DO, the NPS may terminate the Contract for default, or pursue such other remedies as may be permitted by law or this Contract.

The Asset Manager further agrees to insert in any subcontract or consultant agreement hereunder provisions that conform substantially to the language of this requirement.

#### **H. Conduct of Operations**

The Asset Manager must comply with all applicable federal, state, and local laws, rules and regulations in fulfilling its obligations under this Contract, and at all times the Asset Manager must conduct its organization in an ethical manner.

#### **I. Termination and Stop Work**

The DO may terminate this Contract if the DO determines that the Asset Manager has materially breached any requirement of the Contract or for the convenience of the NPS. The DO will provide written notice to the Asset Manager of such action. This written notice may be augmented by electronic communication to expedite the notice. After the DO issues a notice of termination, DO will negotiate any settlement with the Asset Manager, which may include payment for work completed or may be a no-cost settlement if appropriate.

The DO may, at any time, require the Asset Manager to stop all, or any part, of the work called for by this Contract. The DO will provide written notice to the Asset Manager of such action. This written notice may be augmented by electronic communication to expedite the notice. Upon receipt of the order, the Asset Manager must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Asset Manager, or within any extension of that period to which the NPS and Asset Manager must have agreed, the DO will either cancel the stop-work order or terminate the Contract.

The DO may make an equitable adjustment in the delivery schedule or Contract costs, or both, and the Contract will be modified accordingly in writing, if the stop-work order results in an increase in the time required for, or an increase in the Asset Manager's cost properly allocable to, the performance of any part of this Contract, and the Asset Manager asserts its right to the adjustment within 30 days after the end of the period of work stoppage, provided that the DO decides the facts justify the action.

#### **J. Nondiscrimination**

During the performance of this Contract the Asset Manager must comply with all applicable laws and policies regarding nondiscrimination, working conditions, and wage rates, all of which are incorporated by reference into this Contract as if fully set forth in this Contract, including, but not limited to:

1. Executive Order 13706 of September 30, 2016 (Establishing Paid Sick Leave for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 13.

2. Executive Order 13496 of January 30, 2009 (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR pt. 471, appendix A to subpart A.

Additionally, the Asset Manager certifies that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. The Asset Manager agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of the False Claims Act, 31 U.S.C. § 3729(b)(4).

#### **K. Restrictions on Endorsements**

The Asset Manager may not refer to contracts awarded by the NPS in commercial advertising in a manner which states or implies that the product or service provided is approved or endorsed by the NPS or is considered by the NPS to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the NPS toward any product or service. The Asset Manager may request the DO to decide the propriety of promotional material.

#### **L. Insurance**

The Asset Manager must procure and maintain during the Period of Performance and any extension thereof liability insurance for the perils to which it will be exposed to during the performance of the Contract. Insurance must include all required federal, state, and local insurance requirements.

#### **M. Hold Harmless**

The Asset Manager agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend, and indemnify the United States of America and 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 Asset Manager, its employees, agents, or subcontractors under this Contract. This indemnification will survive the termination or expiration of this Contract.

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

ASSET MANAGER

By \_\_\_\_\_  
 [individual name]  
 [title], [entity name]

UNITED STATES OF AMERICA



By \_\_\_\_\_

Nicole Woody  
Associate Director, Business Services, National Park Service

**(End of Contract)**