

EXHIBIT B**OPERATING PLAN**

1) INTRODUCTION	1
2) DEFINITION	1
3) MANAGEMENT RESPONSIBILITIES	1
A) Concessioner	1
B) Service.....	1
4) GENERAL OPERATING STANDARDS AND REQUIREMENTS	2
A) Schedule of Operations	2
B) Rate Determination and Approval Process	2
C) Purchasing.....	5
D) Evaluations	5
E) General Policies	6
F) Human Resource Management	8
G) Possession of Firearms	10
5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS.....	11
A) Lodging (Midscale)	11
B) Food and Beverage.....	12
C) Retail.....	13
D) Group Campsite	15
E) Special Events.....	15
F) Recreational Equipment Rentals (Authorized Service).....	16
G) Visitor Shuttle Transportation (Authorized Service)	16
H) Employee Housing.....	16
I) Employee Dining Room	17
6) ENVIRONMENTAL MANAGMEENT PROGRAM.....	18
A) Documented Environmental Management Program	18
B) Environmental Reporting	18
7) RISK MANAGEMENT PROGRAM	18
A) Documented Risk Management Program.....	18
B) Emergency Response	18
C) Exculpatory Agreements	19
8) PROTECTION AND EMERGENCY SERVICES	19
A) Law Enforcement	19
B) Emergency Medical Care	19
C) Structural Fire Prevention, Protection, and Suppression.....	20

9) UTILITY RESPONSIBILITES 20

 A) Concessioner 20

 B) Service 20

10) PUBLIC RELATIONS 21

 A) Required Notices 21

 B) Public Statements 21

 C) Use of the National Park Service Authorized Concessioner Mark (“Mark”) 21

 D) Website, Social Media, Advertisements, and Promotional Material 21

11) VOLUNTEERS IN PARKS PROGRAM..... 22

12) REPORTING REQUIREMENTS 22

 A) Operational Reports..... 22

 B) Operational Statistics by Service Type 23

 C) Financial Reports 24

 D) Other Reporting 24

13) SUMMARY OF INITIAL AND RECURRING DUE DATES 24

1) INTRODUCTION

This Operating Plan between [Click here to enter Concessioner Name](#) (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Olympic National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract ("Concession Facilities").

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

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

Notwithstanding any other provisions of this Operating Plan, 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.

2) DEFINITION

A) Service Policy. The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy is available upon request from the Service. The Concessioner can access [Director's Orders and Related Guidance](#) on the National Park Service website.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate a General Manager who has the following authority: authority and managerial experience for operating the services provided under the Contract; employ staff with expertise and training to provide all services required and, if applicable, authorized under the Contract; act as the liaison to the Service in all concession administrative and operational matters within the Area; and, responsibility for implementing the policies and directives of the Service. Additionally, in the absence of the General Manager, the Concessioner must ensure a qualified acting General Manager is designated.

B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Contract administration. Directly, or through designated representatives, the Superintendent reviews and coordinates, pursuant to Service Policy and Applicable Laws, Contract administration, including evaluation of concession services, Concession Facilities, and review and approval of rates charged for all services. The Service provides a current list to the Concessioner with all appropriate points of contact annually, or as updates occur.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

(1) *Minimum Operating Hours by Season*

(a) Summer Season. May 1 through September 30

Service Type	Minimum Operating Hours
Lodging (includes group campsite, EV charging)	24 hours per day
Food and Beverage	Breakfast: 7:00 a.m. – 10:30 a.m. Lunch: 11:30 a.m. – 3:00 p.m. Dinner: 4:00 p.m. – 9:00 p.m.
Retail (includes firewood sales at mercantile only)	Gift Shop: 6:00 a.m. – 9:00 p.m. Mercantile: 7:00 a.m. – 9:00 p.m.
Group Campsite	Minimum operating season: March 1 through October 31

(b) Fall, Winter, Spring Seasons. October 1 through April 30

Service Type	Minimum Operating Hours
Lodging (includes group campsite, EV charging)	24 hours per day
Food and Beverage	Breakfast: 8:00 a.m. – 10:30 a.m. Lunch: 11:30 a.m. – 3:00 p.m. Dinner: 5:00 p.m. – 8:00 p.m.
Retail (includes firewood sales at mercantile only)	Gift Shop: 6:00 a.m. – 8:00 p.m. Mercantile: 8:00 a.m. – 7:00 p.m.

(2) *Proposed Schedule and Changes*. The Concessioner must submit its proposed hours of operation for each service, which must include at a minimum the hours listed above, for the Superintendent's approval no later than **October 15** for the next year's operations. Once approved, the Concessioner must post all operating season dates and hours on-line and within the Concession Facilities. The Service will provide the Concessioner reasonable notice of any controlled schedule changes that it may initiate

(3) *Emergency Operations*

- (a) After Hours Emergencies. For "after hours" emergencies, the Concessioner must prominently display the emergency phone number at all Concession Facilities.
- (b) Closures or Cancellations. In the event of a weather emergency, requiring a sudden unscheduled closure or cancellation, the Concessioner must notify the Service by contacting the Concessions Management staff as identified on the contact list provided to the Concessioner. The Concessioner also must notify the Concession Management staff of unscheduled closures or cancellations for any non-weather events as soon as possible.

(4) *Pre- and Post-Season Meetings*. The Concessioner (and any site representatives) must attend a pre-season meeting with the Service to review the Operating Plan and to discuss planned operations for the summer season. The Concessioner must attend a post-season meeting with the Service to review the summer's operation and discuss winter operations.

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 [National Park Service Concession Management Rate Administration Guide \("Rate Administration Guide"\)](#) as it is amended, supplemented, or superseded.
- (a) Competitive Market Declaration ("CMD"). Unless otherwise noted, the rates for all services required and authorized under the Contract are set using the CMD rate method.
- (2) *Rate Submittal and Approval Process*
- (a) Rate Requests. Rate requests are not required for any service under this Contract; however, if the rate approval method changes during the term of the Contract, the timing and contents of a rate request will be updated in this Operating Plan.
- (b) Management of Rates Under the CMD Method. The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service types approved under the CMD method.
- (i) *Rate Adjustment*. The Concessioner may adjust rates of CMD and non-core goods and services without prior notification to or written approval from the Superintendent.
- (ii) *Concessioner Rate Monitoring Plan*. **Within 60 days after the Contract's effective date**, the Concessioner must submit a rate monitoring plan that includes its CMD 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:
- a) Monitoring by service type
 - b) Competitors by service type
 - c) How it will track competitor pricing
 - d) What its strategy is for pricing against competitors
 - e) How it will monitor utilization
 - f) How it will monitor visitor satisfaction for each service type or classification (e.g., Basic, Mid-Scale lodging, etc.)
- (iii) *Service Rate Monitoring*. The Service will monitor 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 service category using Concessioner data provided in accordance with Concessioner operational reporting requirements outlined in Section 12(A) of this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.
- (c) Advance Rates. The Concessioner may request approval of an advance rate. This request must follow the requirements in the Rate Administration Guide (Section 2.4), except as provided in 36 C.F.R. § 51.82(d).
- (3) *Published Rates and Compliance*. The Concessioner must post or publish its rates. This may include, but is not limited to, written and web-based advertising, brochures and other Concessioner promotional materials, price tags, menus and posted rate sheets, rack rates posted in rooms, Concessioner telephone reservations system, and third-party booking agents.

- (4) *Reduced Rates for Government Employees.* The Concessioner must offer federal government employees traveling on official business current government per diem lodging for the Area. Goods and services will not be provided to government employees who are not on official business, or their families, without charge or at reduced rates unless equally available to the public.
- (5) *Exceptional Conditions.* If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service must be discounted. This should not be construed to condone shortages or “running out” of items on a regular basis and should be used only in unavoidable situations.
- (6) *Deposit and Cancellation Policies.* The Concessioner must develop reservation procedures, including rates for deposits and cancellations, which are patterned after industry standards or those 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. The Concessioner may not accept reservations more than one year in advance for any of the required and authorized services. The Concessioner must submit its reservation procedures, including deposit and cancellation policies, in writing to the Service for approval prior to each operating season. Refund due dates must be within industry standards, if not immediate.
- (7) *Changes to Rate Methods*
- (a) Changes Initiated by the Service. Changes in market conditions or other factors 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 Service will notify the Concessioner 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 rate approval method for a service **at least 60 days prior** to the date the next rate request due 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 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.

C) Purchasing

- (1) *Competitive Purchasing.* Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts.* To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates, to the extent feasible, and pass them through to the consumer.
- (3) *Environmental.* The Concessioner must purchase and use environmentally preferable products whenever available and feasible

D) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services and facilities required by this Contract with respect to Applicable Laws; Service Policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; compliance with the Contract including all exhibits; and other operational performance standards as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concessioner Review Program.* The Service will evaluate the Concession Facilities and services to assess and rate performance in accordance with the Concessioner Review Program. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities and may obtain assistance of third-party subject matter experts. Service evaluations may fully incorporate the findings of such experts. The Concessioner must provide full access to management, Concession Facilities, documentation, and other resources necessary for and required by the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Service may consider the Concessioner's performance in addressing deficiencies on schedule and in a timely manner in determining the Concessioner's rating.
 - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner may be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating.* The Service determines the Annual Overall Rating ("AOR") for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes one overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.
 - (a) Administrative Compliance Evaluation Report. The Administrative Compliance Report and rating considers the Contract compliance criteria: timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance, etc.
 - (b) Operational Performance Report. Service staff prepare the Operational Performance Report and rating by considering the individual periodic operational evaluations and weighting them if necessary.

- (c) Public Health Program Evaluation Report. A representative of the Service's Public Health Program may conduct periodic evaluations of the Concessioner's food and beverage operations, in accordance with the Public Health Service procedures based upon the U.S. Food Code. Service staff will prepare the Public Health Program Report and rating by considering the public health evaluations.
 - (d) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating considers compliance with the Service risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.
 - (e) Environmental Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Environmental Management Program ("EMP"). This evaluation and rating considers compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation in accordance with the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
 - (f) Asset Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities.
- (4) *Other Audits or Inspections*. As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third-party evaluator, including but not limited to, the following.
- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and compliance with environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide.
 - (b) Fire Inspections. The Service may conduct fire safety inspections at its discretion throughout the term of the Contract but will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
 - (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations, which may consider issues such as vector control and exclusion practices, pesticide application practices, and others. Tier 1 inspections are conducted by the concessioner and Tier 2 level oversight is conducted as part of the Concessioner Review Program. In addition, technical experts (e.g., public health service officer, integrated pest management coordinators) may periodically conduct Tier 3 oversight inspections.

E) General Policies

(1) *Facilities Use*

- (a) Authorized Use. Concession Facilities must be used only for activities or services that directly and exclusively support contractual services required and authorized by the Contract unless the Concessioner receives written permission from the Service.

- (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#).
 - (c) Quiet Hours. 10:00 p.m. to 6:00 a.m. within all Concession Facilities, including employee housing.
- (2) *Checkout Counter Donation Program*. Should the Concessioner participate in this program the Concessioner must comply with all requirements of the [Checkout Counter Donation Program](#) found on the [Partnerships website \(Reference Manual 21 – Chapter 4.5.3\)](#).
- (3) *Lost and Found*. The Concessioner will establish and provide an effective process for handling lost and found items that is consistent with Service Policy. This policy must be in writing and approved by the Superintendent. Procedures for the handling of lost and found property must conform to [Directors Order 44](#) and [Personal Property Management Handbook #44](#).
- (4) *Vehicles Used in Connection with Operation*
 - (a) Identification. The Concessioner must include its name and logo, with lettering no larger than three-and-one-half inches in height, on every vehicle.
 - (b) Licensing, Insurance, and Registration. The Concessioner must properly register, license, and insure all Concessioner vehicular equipment used to perform services under the Contract in accordance with all Applicable Laws and with this Contract.
 - (c) Concessioner Parking. The Concessioner must ensure that Service-approved designated areas are used to park and store trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must always maintain egress from and ingress to the Service-approved designated area.
 - (d) Abandoned Vehicles. The Concessioner must notify the Service of abandoned, immobile, or inoperable vehicles, including employee vehicles, within the Concession Facilities. Concession employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove and properly dispose of abandoned vehicles in a timely manner.
- (5) *Deliveries*. The Concessioner must schedule deliveries to not interfere with business operations during peak visitation hours. Deliveries should use non-public areas to the extent possible.
- (6) *Telephone Services*. The Concessioner will provide 24-hour public phone service in a common area within the Concession Facilities. Public phones will be checked regularly to ensure they are in working order. Out of order phones must have a sign on them directing visitors to the nearest working unit.
- (7) *Integrated Pest Management*. The Concessioner must develop and implement an integrated pest management (IPM) program to manage harmful insects, animals, plants, and other vectors at Concession Facilities. The IPM program must be received by the Area concession management specialist and approved by the Area's IPM coordinator.
- (8) *Interactions with Wildlife*
 - (a) Feeding wildlife within the Area is prohibited.
 - (b) The Concessioner will not encourage the feeding of wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife.
 - (c) The Concessioner and employees will notify Area Dispatch immediately regarding any issues with wildlife.

- (d) The Concessioner will implement a Wildlife Protection Program with specific policies and procedures that include, but are not limited to having a brochure and table signage on wildlife interaction after review and approval by the Service.
- (9) *Visitor Satisfaction*
- (a) Visitor Satisfaction Survey. 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 after the Contract effective date**. The survey may consist of electronic or hard-copy (e.g., comment card) surveys depending on 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. 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. The Concessioner must have an adequate supply of comment cards, or, if using an electronic system, information available on accessing the survey.
- (b) 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.
- (i) The Concessioner must provide the visitor an initial response within 48 hours to, at minimum, acknowledge receipt.
- (ii) The Concessioner must investigate and begin resolving all visitors' 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.
- (iii) The Service will forward to the Concessioner any complaints received regarding the Concessioner's operations.
- (c) 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) Human Resource Management

- (1) *Employee Identification*. Concessioner must issue each employee an employee photo identification card that includes, at a minimum, the employee's name, work location, and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees.
- (2) *Employee Hiring Procedures*
- (a) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive (i.e., a person who is in a position where a lapse in attention could lead to serious injury, death, or property damage) or security-sensitive position to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of employee drug testing available to the Service upon request. Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report it to Service Dispatch at (360) 565-3000, ext. 0.
- (b) Background Checks. The Concessioner must ensure background checks are performed on all employees as appropriate for the position. These may include wants/warrants checks, a local criminal history checks, federal criminal records checks, national multi-jurisdictional database and sexual offender searches, social security number traces, and driving history checks. The

Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Area Chief Ranger's Office. The Concessioner must require prospective employees to allow the release of their background check information to the Service and make them aware of this possible release of information in advance of hire. The Concessioner must ensure that these background checks are performed every third year for returning employees. When the Concessioner learns that an employee is the subject of an active warrant, the Concessioner must immediately notify the Chief Ranger's office. The Concessioner must immediately notify the Service law enforcement office if a background check shows an employee is required to register as a sexual or violent offender.

- (c) Driver Requirements. Drivers of Concessioner-owned vehicles must have a valid state operator's license for the size and class of vehicle being driven.
 - (d) Service 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 a Service employee who has not obtained written approval through the DI-7010 process. Because Service 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 Service employees with management and oversight responsibilities of concession operations (including concession specialists, superintendents, and Service 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 provide and maintain records of appropriate employee training as set forth below and must provide those records to the Service upon request.
- (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service **within 30 days after the Contract effective date, and when revised**.
 - (b) Job Training Program. An active, ongoing training program for development of necessary skills and techniques must be provided for all Concessioner employees. It must include mandatory orientation and job training both at the start of employment and as a refresher training at least annually thereafter. The program must stress work performance, including a thorough knowledge of food safety, Service Policy and regulations, general resource protection and environmental awareness, and training on the Concessioner's Environmental Management Program, Concessioner's Risk Management Program, and responsibilities for performing their duties, as appropriate based on each employee's position. Training must include the following, in addition to job-specific skills training:
 - (i) Orientation Training. The Concessioner will provide introductory Area training to all new hires using qualified staff.
 - (ii) Emergency Medical Training. The Concessioner must ensure that an adequate number of employees have a current CPR and First Aid certification on file, and available to the Service upon request. Additionally, at least one employee must be certified in the use of an Automatic External Defibrillator (AED) device. For all other employees, the Concessioner is encouraged to allow them to attend emergency medical training, including CPR, First Response, and AED courses.

- (iii) *Wildlife, Fish, and Vegetation Management.* The Concessioner will provide Service-approved training in fish, wildlife, and vegetation management, including measures to prevent wildlife species from becoming habituated to human foods, and identification of noxious weeds.
 - (iv) *Sanitation Training.* The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the U.S. Public Health Service (USPHS) Food Code.
 - (v) *Interpretive Training.* The Concessioner will provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services. These employees must demonstrate their knowledge of Area resources, history, and use appropriate interpretive techniques in their presentations to visitors. The Concessioner will work closely with the Service to improve the methods of preparing and presenting effective interpretive information.
 - (vi) *Service-Provided Training.* Concessioner must encourage and allow its employees to attend any Service-sponsored training relating to the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service. The Concessioner will pay employees their standard wages for attending Service-sponsored training.
 - (vii) *Cultural Awareness Training.* The Concessioner is responsible for training all employees on the Tribal heritage, history, culture and importance of each of the eight federally recognized Tribes having traditional associations to the lands in Olympic National Park: Hoh, Jamestown S'Klallam, Lower Elwha Klallam, Makah, Port Gamble S'Klallam, Quileute, Quinault, and Skokomish. These Tribes work to sustain their long traditions, including through whaling, performance of a First Salmon ceremony to honor and give thanks to salmon returning from the seas, and preservation of language and traditional arts like basket weaving and carving. The Concessioner is encouraged to engage any or all of the eight federally recognized Tribes of the Olympic Peninsula in the sale of Native American handicrafts, creating interpretive opportunities for visitors, and providing additional general information regarding the Tribes of the Olympic Peninsula.
- (4) *Employee Responsibilities.* The Concessioner must ensure its employees adhere to all applicable federal and state laws including, but not limited to, those relating to wearing seatbelts, the use or possession of illegal substances, and criminal activity. The Concessioner must inform employees and potential employees that any individuals required to register with the county sheriff's office in accordance with Washington State RCW 9A.44.130 (sex offenders and kidnapping offenders), must also register with the Chief Ranger's Office.
- (5) *Organized Labor Activity.* The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 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 assisting 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.

G) Possession of Firearms

- (1) The Concessioner is responsible for determining how it will interpret and implement federal and State of Washington firearm possession laws regarding its visitors. The Concessioner should consult the applicable state attorney general's office about relevant state firearms laws.

- (2) The Concessioner must provide the Service its written policy articulating how it will implement federal and State of Washington firearm possession laws regarding its operation for review **within 60 days after the Contract effective date**. The policy should also include a plan for management of public firearm possession related to concession activities.
- (3) Concessioner employees must not carry firearms while on duty. The Service may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Service will provide a written response to the Concessioner.

5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate in accordance with the operating standards as provided on the [Commercial Services website \(Standards and Evaluations\)](#) for each specific service type noted below and further defined by the specific operational performance standards identified throughout this section. The applicable standards specify the minimum operating standards the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to the Service standards. Where there are conflicts between the standards on the Commercial Services public website and the requirements in this Contract (including Exhibits), the Contract requirements (including Exhibits) prevail.

A) Lodging (Midscale)

- (1) *Minimum Operating Standards*. The Concessioner must provide lodging service at Kalaloch Lodge in accordance with the Midscale (10-LGM) Lodging Standards.
- (2) *Exemptions or Additions to Midscale Lodging Standards*. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-3, 5-13	Facility – Exterior	Exemption	The exterior of the main lodge building is evaluated under the upscale casual food and beverage evaluation. The exteriors of the stand-alone buildings are evaluated under the midscale lodging evaluation.
4	Parking	Addition	The Concessioner must operate four Service-owned electric vehicle charging stations (“EV Charging Stations”) located behind Log Cabins #25 – 27 (close to the beach trailhead). The EV Charging Stations are Level 2 chargers with networking capability. The Concessioner must ensure stations are clean and in good working order according to the manufacturer’s recommendations. The Concessioner may charge day users for this service, with prior written approval from the Service of the proposed payment system and may discount or provide this service for free to lodge guests.
15-21	Public Areas – Interior	Exemption	The interior public areas within the main lodge building (e.g., public restrooms) are evaluated under the upscale casual food and beverage evaluation.
15, 17, 19	Luggage Carts, Elevators, Meeting Rooms	Exemption	These standards do not apply.
20	Internet	Addition	The Concessioner must provide free wireless internet, when service is feasible and available, for visitors staying at Kalaloch Lodge guests.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
25-28	Ice / Vending, Coin Laundry, ATM Machines, Drinking Fountains	Exemption	These standards do not apply.
65	Bedding	Addition	The Concessioner must provide an extra blanket in every room.
68	In-Room Refrigerators	Exemption	Not required in the main lodge building rooms or duplex Bluff Cabins #15 and 16.
69	Fireplaces	Exemption	Not required in the main lodge building rooms or suites; Seacrest House rooms; or Bluff Cabins #1, 5, and 7.
74	Iron / Ironing Board	Exemption	Available upon request only.
76	Telephone Access	Exemption / Addition	Phones are not required in rooms; however, the Concessioner must provide public access to long-distance service.
77	Televisions	Exemption	Televisions are not allowed in guest rooms.
78	Guest Room Internet	Exemption	Internet is not required in guest rooms.
102	Availability	Addition	The Concessioner must accept reservations on a 12-month forward rolling basis. The Concessioner must not overbook facilities or services unless there is a comparable or superior facility or service available at the original booking price. The Concessioner may implement a waiting list system, pursuant to which the visitor is not guaranteed, nor charged for, a reservation until a facility or service is confirmed as available. Between May 1 and September 30, the Becker Suite may be used as a guest room; otherwise, it will be used as a library and open to all lodging guests.
110	Hours of Operation	Addition	The Concessioner must provide 24-hour front desk service.
113, 115	Check-Out; Express Check-Out	Addition	Receipts (hard copy or electronic) must include the following information: Sales Tax (include percentage); County Lodging Tax (include percentage); and Checkout Counter Donation Program (only if the guest has not opted out).

B) Food and Beverage

- (1) *Minimum Operating Standards.* The Concessioner must provide food and beverage service in the lodge, in accordance with the Upscale Casual food and beverage service standards (10-FBU). Additional standards are available on the NPS's Commercial Services website and the Service's [Healthy Food Standards and Sustainable Food Guidelines](#).
- (2) *Menu Development and Submission.* **No later than the Contract effective date**, the Concessioner must submit its proposed menu for the Kalaloch Lodge dining room and will **resubmit the menu at least quarterly thereafter**.
- (3) *Exemptions or Additions to the Upscale Casual Food and Beverage Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
13	Flags	Exemption	This standard does not apply.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
50	Certificates	Addition	The Concessioner must always employ at least one full-time certified food safety manager, with a current ServeSafe Food Protection Manager by the National Restaurant Association, or an equivalent certificate. All food service employees must have a current food handler's card, issued by a state, county, or local health department.
53	Reservations	Addition	The Concessioner may require reservations for dinner.
73	Alcohol	Addition	One full-time manager must have attended a liquor law training program in accordance with the Washington State Liquor and Cannabis Board ("WSLCB").
N/A	Catering	Addition	Catering of a Special Event must be approved in accordance with Section 5(E) (Special Events) below. Concessioner will not use the Concession Facilities to provide catering services outside of the Area.

C) Retail

- (1) *Minimum Operating Standards.* The Concessioner must provide retail service at the Mercantile and within the lodge in accordance with the Retail Standards (10-RET).
- (2) *Exemptions or Additions to Retail Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
7	Flags	Exemption	This standard does not apply to the mercantile store.
1-10, 14	Facility – Exterior; Public Restrooms	Exemptions	For the lodge retail and public restrooms, the Service evaluates these standards as part of the Food and Beverage standards.
19, 22-24	Ice / Vending; Fitting Rooms; Merchandise Carts and Shopping Baskets; Produce Section amenities	Exemptions	These standards do not apply to any of the retail operations.
27, 28	Retail Office; Employee Areas	Exemptions	These standards do not apply to any of the retail operations.
37-41	Perishable Food Storage, Preparation, and Service Areas	Exemptions	These standards do not apply to the lodge retail space.
37, 39-40	Perishable Food Storage, Preparation, and Service Areas	Exemption	These standards do not apply to the mercantile store.
42	Self-Service Counters	Exemption	This standard does not apply to any of the retail operations.
50	ATM Machines	Exemption	This standard does not apply to any of the retail operations.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
53	General Merchandise	Addition	Items using the Area name must use "Olympic National Park," no other short or slang reference is authorized. The Concessioner must develop and implement a merchandise plan that incorporates the Area's interpretive themes. The Concessioner must submit the plan for approval no later than 120 days after the Contract effective date . At a minimum, the plan must clearly describe the categories and types of products approved for sale.
54	Unacceptable Merchandise	Addition	In addition to the items listed in the standards, the Concessioner is prohibited from selling the following: sasquatch merchandise; any tobacco products or related items; artificial or live bait, fishing lures that contain lead; slingshots and paintball guns; any retail item with a mountain goat as these are non-native species to the Area.
55	Authentic Native American and Other Handicrafts	Addition	Authentic Native American Handicrafts are limited to those made by members of the following federally recognized Tribes: Hoh, Jamestown S'Klallam, Lower Elwha Klallam, Makah, Port Gamble S'Klallam, Quileute, Quinalt, and Skokomish.
56	Thematic and Environmental Preferable Products	Addition	Clam harvesting supplies are permitted to be sold only during designated clam harvesting periods.
61	Merchandise Layout	Addition	Views from the exterior looking in should not be impeded by signs or other obstructions in the windows.
63	Perishable Items Condition	Addition	The Concessioner is only required to provide grab-and-go options at the mercantile store, which must meet the NPS Healthy Food Standards. The Concessioner is encouraged to follow the NPS Sustainable Food Guidelines.
N/A	Tableware / Drinkware	Addition	For the mercantile store, the Concessioner must provide disposable tableware and drinkware to visitors upon request, which must be made from recyclable, compostable, or biodegradable materials.

- (3) *Firewood Minimum Requirements*. The Concessioner will acquire local fully cured firewood from the Olympic Peninsula, outside Olympic National Park, for sale at the mercantile store (year-round) and is authorized to sell firewood in the Kalaloch and South Beach Campgrounds (summer season only). The firewood must be harvested and transported in compliance with state quarantines including, if required, by being USDA pest-free certified.
- Location and Hours of Operation. Should the Concessioner sell firewood within either campground, it must do so from a mobile truck, cart, or similar vehicle, etc., and may not leave firewood in either campground when not selling. All other standards as described in this section also apply to firewood sales within the Kalaloch and South Beach Campgrounds.
 - Visitor Notice Information. The Concessioner will provide an annual visitor notice to the Service no later than **March 1** for the upcoming summer season. These notices must include rates for firewood; actual hours of distribution; and, if appropriate, the distribution location within the Kalaloch and South Beach Campgrounds.
 - Bundles, Packaging, and Kindling. Firewood is to be packaged in bundles using heavy sisal twine, sheet rock tape, or any other environmentally preferable packaging item. If the Concessioner is not reasonably able to obtain environmentally preferable packaging it must

provide documentation to the Service regarding its efforts to obtain and include the proposed alternative for approval. Should the Service approve alternative packaging the Concessioner must include a label with the following statement: "Please discard this [insert type of wrapper] in campground dumpsters, along with your other trash. Do NOT burn the wrapper – by doing so releases toxins in the air. Thank you for protecting the environment." Bundles will be made up of one (1) cubic foot dry burnable wood. Wood will be sized so it can be burned without further splitting. The Concessioner must provide starter wood kindling in bundles with paper and dry matches.

- (d) Payment. Service employees, including volunteer campground hosts, will not be allowed to collect or handle money from the sale of firewood.

D) Group Campsite

- (1) *Minimum Operating Standards*. The Concessioner must provide the group campsite in accordance with the Campground Standards (10-CAM).
- (2) *Exemptions or Additions to Campground Standards*. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
8	Site Utilities	Addition	The Concessioner must maintain the water spigot at the group campground. The Concessioner must ensure visitors do not use the spigot to wash dishes.
1-2; 4-9; 11	Comfort Station / Registration Facility – Exterior	Exemptions	These standards do not apply.
12-17	Public Areas – Interior	Exemption	These standards do not apply.
18-22; 23-35	Safety; Maintenance	Exemption	These standards do not apply.
36	Public Restrooms	Addition	The vault toilet does not include running water, hand towels, hand dryers; Concessioner must stock the vault toilet with toilet paper and hand sanitizer. The Concessioner must clean the vault toilet once a day, at a minimum.
37-43; 45-46	Comfort Stations	Exemption	These standards do not apply.
48-57	Site Infrastructure	Exemption	These standards do not apply.
58-64	Site Amenities	Exemption	These standards do not apply.
69	Length of Stay	Addition	The maximum length of stay for the group campsite is seven (7) days.
78	Use Allocation	Addition	Maximum occupancy is 30 people; minimum occupancy is 10 people. Site can accommodate up to three small RVs or eight tents.
74-82	Rental Services	Exemption	These standards do not apply.
89, 94	Employee Housing Area; Host Availability	Exemption	These standards do not apply.

E) Special Events

- (1) *General*. Special events can include activities benefiting an individual, group, or organization, rather than the public at large, as further described in 36 C.F.R. § 2.50 and [Reference Manual 53](#)

- [Special Park Uses \(Appendix 10\)](#). In addition to the activities listed in the regulation and Reference Manual 53, special events include, but are not limited to, private meetings or conferences; private parties or social gatherings; weddings or wedding receptions; and other events or activities that might interfere with the public's use or enjoyment of the Area or with the public's access to commercial operations that are normally available to the public.
- (2) *Service Approval*. The Concessioner or event sponsor must obtain Service approval for any special event with more than 20 participants at least **60 days in advance** of intended event date. Events cannot interfere with the general public's enjoyment of the Area.
 - (3) *Food and Beverage and Event Space*. The Concessioner may provide food and beverage services as well as event space for special events within the Concession Facilities provided Service approval for the special event has been obtained consistent with the requirements of Director's Order 53. The Concessioner can use tents for special and catered events with Service approval.

F) Recreational Equipment Rentals (Authorized Service)

- (1) *Minimum Operating Standards*. The Concessioner may provide certain recreational equipment rentals and if provided, the Concessioner must provide these rentals in accordance with the Recreational Equipment Rentals standards (10-REN). If the Concessioner provides this authorized service, the Concessioner and Service will update the standards table below, as necessary.
- (2) *Exemptions or Additions to Recreational Equipment Rentals*. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-23	Facility Standards	Exemption	These standards are evaluated under other services.
27	Availability	Addition	Should the Concessioner choose to provide recreational equipment rentals, these rentals may include the following types of items: beach chairs, umbrellas, and camping equipment. The Concessioner must provide the list of equipment rentals to the Service for review and approval prior to providing this authorized service.

G) Visitor Shuttle Transportation (Authorized Service)

The Concessioner may provide visitor shuttle transportation, for a fee, to specific access points within the Area. The access points must be approved by the Service prior to the Concessioner providing this authorized service and these standards will be updated, as appropriate.

H) Employee Housing

- (1) *Minimum Operating Standards*. The Concessioner must provide employee housing in the employee housing area. The Concessioner must provide all housing in accordance with the Employee Housing Standards (10-EHO).

- (2) *Exemptions or Additions to Employee Housing Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
3	Outdoor Furniture	Addition	The Concessioner must clean, after each use, all outdoor furniture to ensure they are free of food and other debris.
17	Ice / Vending	Exemption	This standard does not apply.
50, 52	Towels; Soap / Shampoo	Exemption	These standards do not apply.
54	Common Areas	Addition	An outdoor barbeque or fire ring requires prior approval by the Service
61	Pets	Addition	Pets are allowed in non-shared employee housing only and must be licensed as required by Clallam County. The Concessioner must review the Area Pet Policy for Employee Housing, which the Service will provide, and develop pet policies that are consistent with this policy. The Concessioner must include its policies in the Employee Handbook.
70	Approved Rates	Addition	The Concessioner must manage its employee housing and meal program on a cost-recovery basis, and not as a profit center. The Concessioner should ensure that employee room and board charges do not exceed earnings because of mandatory reduction of work. Rates must be provided to the Service upon request.
N/A	Temporary Employee Lodging; Manager's House	Addition	The Concessioner may only provide temporary employee housing at the two RV sites assigned. No other temporary employee housing is permitted. The manager's house may be used for employee housing, employee recreation, employing dining room, or administrative purposes. No permanent modifications to the space are allowed without approval from the Service.

I) Employee Dining Room

- (1) *Minimum Operating Standards.* The Concessioner must provide an employee dining room onsite and away from public areas. The Concessioner must provide service in accordance with the Employee Dining Room Standards (10-EDR).
- (2) *Exemptions or Additions to Employee Dining Room Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
26-34	Queuing Areas; Self-Service Foods; Counters; Self-Service Beverage Areas; Menu Boards; Beverage Displays; Trays; Tableware/Drinkware; Payment Stations	Exemptions	These standards do not apply.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
42-44; 47-48	Hand Washing Stations; Food Preparation Area; Food Storage; Ware-Washing Sinks; Grease Traps/Grill Hoods	Exemptions	These standards do not apply.
55	Bus Service	Exemption	This standard does not apply.

6) ENVIRONMENTAL MANAGMEENT PROGRAM

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [NPS's Commercial Services website](#).

A) Documented Environmental Management Program

The Concessioner must submit its initial EMP to the Service **within 60 days following the Contract effective date** and no later than **December 31** annually thereafter. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit H (Maintenance Plan) to this Contract.

B) Environmental Reporting

The Concessioner will submit to the Service at least annually, by **February 1**, an inventory of all waste streams generated by the Concessioner under this Contract. The waste stream inventory will include solid waste streams, hazardous waste streams, and items diverted for recycling, composting, or other such use. Additionally, the waste stream inventory will be in appropriate detail to distinguish for specific materials, such as plastics and food waste, and will include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

7) RISK MANAGEMENT PROGRAM

A) Documented Risk Management Program

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program ("RMP") that is in accordance with the Service Risk Management Program Standards for Concessioners, found on the [NPS's Commercial Services website](#) under Concessioner Tools. The Concessioner must submit its initial documented RMP to the Service **within 120 days following the Contract effective date** and no later than **December 31** annually thereafter. The Concessioner must update its RMP to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

B) Emergency Response

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and Spill Prevention Control and Countermeasure Plan. The Concessioner must provide emergency response equipment, as appropriate, and maintain in good condition. The Concessioner should incorporate these plans into its RMP but must provide them to the Service, upon request.

C) Exculpatory Agreements

- (1) 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.
- (2) "High risk" services under the Contract are the following: recreational equipment rental (authorized service), shuttle transportation (authorized service).
- (3) The Concessioner's exculpatory agreements:
 - (a) Must comply with applicable state and federal law and Service Policy;
 - (b) Must not waive liability or preclude claims against or require indemnifying the Concessioner for its gross negligence, recklessness, or willful misconduct; and
 - (c) Must waive liability against the United States by including the following language:
 - (i) "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

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Concessioner Responsibilities.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms on duty. The Concessioner must secure Concession Facilities, equipment, and property under its control. The Service may require the Concessioner to provide additional security personnel during heightened periods of vandalism, break-ins, thefts, etc.
- (2) *Service.* The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will provide law enforcement patrols of the Area. The Service is responsible for enforcing all Applicable Laws. State or county officials may be called to assist in some matters, but this must be accomplished through the office of the Chief Ranger or their authorized representative.

B) Emergency Medical Care

- (1) *Training and Reporting.* All Concessioner employees must be trained in proper emergency medical care reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location.
 - (a) Life-threatening emergencies: 911

- (b) Non-emergencies: Area Dispatch (360) 565-3000, ext. 0
- (2) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. An employee certified in standard First Aid must be at Kalaloch Lodge during operating hours. The Concessioner is encouraged to allow employees to be AED certified.
- (3) *Automatic External Defibrillator.* The Concessioner must provide a minimum of one AED in the Concession Facilities. The Concessioner must test, maintain, and replace all AEDs as necessary.
- (4) *Service Response.* The Service is responsible for emergency medical services. The Service will dispatch Rangers and emergency personnel as needed and will investigate all visitor and employee accidents which require medical attention.

C) Structural Fire Prevention, Protection, and Suppression

All requirements regarding this topic are found in Contract, Exhibit H (Maintenance Plan).

9) UTILITY RESPONSIBILITIES

A) Concessioner

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (2) The Concessioner must contract with independent providers for utility services not provided by the Service, including electricity, trash, recycling, phone, internet, and propane. The Concessioner must pay these providers directly.
- (3) The Service reviewed projected actual operating and maintenance costs and amortized costs of capital improvements for utility systems and services and developed not-to-exceed utility rates, which are the maximum combined water and wastewater rates the Concessioner will have to pay during the term of the Contract. The following table lists the not-to-exceed rates for the term of the Contract. The Concessioner is not authorized to charge a utility add-on. Rates are per 1,000 gallons.

Year	2028	2029	2030	2031	2032
Rate	\$140.16	\$152.74	\$155.12	\$159.40	\$162.37
Year	2033	2034	2035	2036	2037
Rate	\$164.44	\$167.66	\$170.60	\$173.67	\$176.80

- (4) *Tsunami Siren.* The Concessioner will bill the Service annually for electric use associated with the siren and testing, estimated to be \$24.00 per year.

B) Service

- (1) The Service provides water and wastewater service to the Concession Facilities in accordance with [Director’s Order 35B](#) (“DO-35B”).
- (2) The Service will bill Concessioner in accordance with Service Policy, including DO-35B, which requires utility rates charged to the Concessioner reflect actual costs incurred by the Service.
- (3) The Service reviews its operating costs for utility systems and services annually and notifies the Concessioner in writing of the rates 90 days prior to implementation of any change.
- (4) The Service may cease to provide a particular utility service if such service is commercially available, and the Service decides to switch to a commercial utility.

10) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted at all Concessioner cash registers and payment areas:

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

Please address comments to: Superintendent
Olympic National Park
600 East Park Avenue
Port Angeles, WA 98362
olym_superintendent@nps.gov

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 on the basis of 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.”

B) Public Statements

The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or inquiries concerning any incidents occurring within the Area to the Service. This includes all media interviews and draft press releases.

C) Use of the National Park Service Authorized Concessioner Mark (“Mark”)

The Service has an approved National Park Service Authorized Concessioner Mark (“Mark”) which it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the Service’s official Arrowhead and the words “Authorized Concessioner.” The Concessioner must comply with the guidelines for use of the Mark as provided on the [NPS’s Commercial Services website](#) under Concessioner Tools.

D) Website, Social Media, Advertisements, and Promotional Material

- (1) *Approval of Website, Advertisements, and Promotional Material.* The Concessioner must submit to the Service any new or updated promotional and public information material, including website information, for review and approval at least 30 days prior to projected use or publication. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service in advance to establish specific timeframes for each project. The Concessioner’s website must link to the Area’s website.
- (2) *Social Media Postings, Comments, Photos, and Other Content.* All Concessioner social media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner, or the nearby communities does not require pre-approval by the Service. The Service may review social media content for appropriateness and accuracy. The Concessioner must monitor its social media pages on a regular basis and must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery. The Concessioner must provide the layout and general content of

- the social media site for Service approval at least two weeks prior to making the site accessible to the public.
- (3) *Material*. All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper or tree-free products and double-sided. The use of soy-based ink is also recommended.
 - (4) *Area Publications*. The Area newspaper includes information on services provided by concessioners within the Area. The Concessioner must distribute the Area newspaper and brochure to visitors when the entrance station is closed.
 - (5) *Statements*
 - (a) *Authorization*. Advertisements, promotional material, websites, and social media sites must include the following Service-approved statement regarding providing services and facilities to the public within Olympic National Park: "(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (Area name)."

11) VOLUNTEERS IN PARKS PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service's "Volunteers-In-Parks" ("VIP") program. Additional information regarding the program and how to participate is available on the [National Park Service, Volunteer with Us website](#).

12) REPORTING REQUIREMENTS

A) Operational Reports

- (1) *Employee and Management List*. The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, office, and emergency phone numbers by **May 1** of each year and as significant revisions are made. Additionally, the Concessioner will submit to the Service, upon request, a list of the names and job titles of all employees, seasonal or full-time.
- (2) *Incident Reporting*. The Concessioner must immediately report the incidents listed below through Service Dispatch at (360) 565-3000, ext. 0.
 - (a) Any fatalities and any visitor-related accidents or incidents.
 - (b) Property damage estimated to be over \$500.
 - (c) Employee or visitor injuries requiring more than minor first aid treatment.
 - (d) Any fires.
 - (e) Any motor vehicle accidents.
 - (f) Any incident that affects Area resources.
 - (g) Any known or suspected violations of the law.
- (3) *Human Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, whether involving employees or visitors, to the Concession Specialist at (360) 565-3007 and the U.S. Public Health Consultant. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.
- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by federal, state, and local rules and regulations. At a minimum, all spills must be reported to the Service Dispatch at (360) 565-3000, ext.0. The Concessioner will also call the following numbers, as required:

- (a) National Response Center: (800) 424-8802
 - (b) EPA, Region 10, 24-hour Hotline: (206) 553-1263
 - (c) Washington Emergency Management Division: (800) 258-5990 or (800) OILS-911
 - (d) Washington Department of Ecology Regional Office: (360) 407-6300 (number for region including Clallam County)
- (5) *Survey and Visitor Response Data.* The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner **at least 30 days prior to need**. The Service must approve these surveys in writing prior to use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by the Concessioner or a third party to the Service **within 14 days of receipt**.

B) Operational Statistics by Service Type

The Concessioner must provide all operational statistics in a monthly report to the Service no later than the **15th day of the following month** and provide an annual summary report to the Service due no later than **30 days after calendar year end**. The Concessioner must provide the following data in a concise electronic spreadsheet form.

- (1) *Rate Monitoring Information.* As described in Section 4(B)(2)(b).
- (2) *Lodging.* Provide the following information for each lodging location separately.
 - (a) Rooms available and occupied
 - (b) Average daily room rate
 - (c) Total guest count
 - (d) Average length of stay
 - (e) Turn away demand for days during that month and reason
- (3) *Food and Beverage.* Provide the number of covers served for breakfast, lunch, and dinner, with corresponding revenues and average check. Provide the information separately for each food and beverage outlet.
- (4) *Retail.* Provide the following information for each retail outlet separately.
 - (a) Total revenue, at each retail outlet shown separately, and revenue by merchandise category (e.g., Native American handicraft, gifts and souvenirs, grocery, apparel)
 - (b) Total number of transactions, average transaction
- (5) *Campground.* Total revenue for the group campsite, including average length of stay, and average daily rate.
- (6) *Firewood.* Total revenue, number of bundles sold
- (7) *Recreational Equipment Rentals (Authorized Service)*
 - (a) Revenue by rental category (e.g., beach chairs, umbrellas, camping equipment, etc.)
 - (b) Number of transactions
- (8) *Visitor Shuttle Transportation (Authorized Service)*
 - (a) Total revenue
 - (b) Total number of trips and number of visitors for each trip
- (9) *Employee Housing.* Number of beds available and number of beds occupied.

C) Financial Reports

In addition to the Annual Financial Report (“AFR”) required by the Contract, the following financial reports are required from the Concessioner. These reports must be developed based on currently acceptable accounting practices. Each revenue-producing department (e.g., lodging, food and beverage, retail, etc.) must have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The report format must be agreed upon by the Superintendent at the inception of the Contract.

(1) Monthly Reports

- (a) Franchise Fee Remittance Report. No later than the **15th of the following month**, the Concessioner must report on the franchise fee deposit for the preceding month, including, but not limited to, the total gross receipts by department, total franchise fees, authorized deductions (if any), and a copy of the electronic confirmation identifying the account and amount transferred.
 - (b) Component Renewal Reserve Report. No later than the **15th of the following month**, the Concessioner must report on the Component Renewal Reserve for the preceding month.
- (2) *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**.
 - (3) *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**.

D) Other Reporting

- (1) *Visitor Demographic Data*. The Service may request the Concessioner provide demographic data reports on a periodic basis to assist in understanding Area visitation and concession visitor needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (2) *Reservation and Availability Data*. The Service may request the Concessioner provide data display availability and occupancy information and potentially provide booking data through platforms other than the Concessioner’s reservation system, such as through Recreation.gov. The Service will work with the Concessioner on such data sharing and appropriate application programming interfaces.
- (3) *Insurance*. In addition to the requirements of Section 15(a) of the Contract, the Concessioner must provide annual updated statements and certificates of insurance **no later than 30 days** after the insurance renewal date. The Concessioner should ask its insurance provider to update the Concessioner’s replacement costs every year and should include demolition and removal costs.

13) SUMMARY OF INITIAL AND RECURRING DUE DATES

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

Report or Plan	Frequency	Due Date(s)
Advertisements & Promotional Material	As Necessary	At least 30 days prior to use
Annual Budget	Annual	NLT 30 days prior to new fiscal year
Annual Financial Report (AFR)	Annual	NLT 120 days after Concessioner’s fiscal year end

Report or Plan	Frequency	Due Date(s)
Balance Sheet	Initial	NLT 90 days after Contract effective date
Component Renewal Reserve Report	Monthly	NLT 15 th of the following month
Certificates of Insurance	Annual	NLT 30 days following renewal or change
Employee and Management List	Annual	NLT May 1
Employee Handbook	Annual	NLT 30 days after Contract effective date & when revised
Environmental Management Program	Initial, Annual	NLT 60 days after Contract effective date & December 31
Environmental Reporting	Annual	February 1
Financial Forecast	Annual	NLT 195 days following the start of the Concessioner's fiscal year
Franchise Fee Remittance Report	Monthly	NLT 15 th of the following month
Merchandise Plan	Initial	NLT 120 days after Contract effective date
Operational Statistics by Service Type	Annual, Monthly	NLT 30 days following calendar year end & NLT 15 th of the following month
Possession of Firearms Policy	Initial	NLT 60 days after Contract effective date
Proposed Menu	Initial	NLT Contract effective date
Proposed Schedule	Annual	NLT October 15
Proposed Survey's	As Necessary	At least 30 days prior to need
Rate Monitoring Plan	Initial	NLT 60 days after Contract effective date
Risk Management Program	Initial, Annual	NLT 120 days after Contract effective date & December 31 annually
Survey and Visitor Response Data	As Necessary	NLT 14 days after receipt
Visitor Satisfaction Survey	Initial	NLT 30 days after Contract effective date
Website/Social Media Site Layout	As Necessary	At least 30 days prior to use

Effective, _____