

**EXHIBIT A****OPERATING PLAN**

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## INTRODUCTION

This Operating Plan between [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 Click here to enter Park Unit Name (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

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

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

The Service provides guidance materials for concessioners on the National Park Service Commercial Services website at <https://www.nps.gov/subjects/concessions/index.htm>. Particularly useful is the information under the tab at the top of the Home page, titled Concessioner Tools<sup>1</sup>.

## 1) Management Responsibilities

### A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate a general manager who:
  - (a) Has the authority and the managerial experience for operating the assigned Concession Facilities and all required and any authorized services, if applicable, within the Area
  - (b) Must lead and employ a staff with the expertise and training to operate all services offered under this Contract
  - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area, and
  - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the general manager, the Concessioner must designate an acting general manager.

### B) Rocky Mountain National Park

The Superintendent of Rocky Mountain National Park is the Area manager with responsibility for all Service operations, including concessions operations. The Superintendent carries out the policies and directives of the Service, including Concession Program Management. Directly, or through designated representatives, including the Concessions Management Office, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area, including the following:

- (1) Evaluation of Concessioner services and facilities
- (2) Review and approval of the following:
  - (a) Rates charged for all commercial services
  - (b) Changes to services, and
  - (c) All reporting requirements
- (3) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

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<sup>1</sup> <https://www.nps.gov/subjects/concessions/cti.htm>

## 2) General Operating Standards and Requirements

### A) Schedule of Operation

- (1) The Concessioner must provide the required services seven days a week during the identified minimum operating season.
- (2) Minimum Operating Season. Friday of Memorial Day Weekend through the last day of campground reservations at each campground. Annual Service activities such as snowplowing, and road clearing may determine seasonal campground opening and closing dates. Any requests for modifications from the minimum operating season, either to expand or reduce operations within campground opening and closing dates, must be approved by the Superintendent.

<b>CC-ROMO004-26 Required Locations</b>		
<b>Campground</b>	<b>Opens for Summer Season</b>	<b>Closes for Summer Season</b>
Glacier Basin Campground	Friday before Memorial Day	Mid-September
Moraine Park Campground*	Friday before Memorial Day	Sunday before Columbus Day

\*Open in Winter for First Come -First Serve

<b>CC-ROMO004-26 Authorized Locations</b>		
<b>Campground</b>	<b>Opens for Summer Season</b>	<b>Closes for Summer Season</b>
Aspenglen Campground	Friday before Memorial Day	End of September
Long's Peak Campground	Beginning of July	Beginning of September

- (3) To request modifications to the minimum operating season, no later than **April 1** of each year, the Concessioner must annually submit a written schedule of proposed opening and closing times for all services at each location for the Superintendent's review and approval.
- (4) Prior to the opening date, the Concessioner will be allowed to initiate measures for opening, including preparing personal property woodsheds for seasonal use.
- (5) The Concessioner must prominently display facility opening and closing dates and any hours of operation outside its facilities and on its website, if a website is published. The Concessioner must operate all services in accordance with the posted hours of operation.
- (6) The Service will give reasonable notice of any schedule changes that it may initiate, including to specific services, areas, or activities, such as camping or fires. Weather, maintenance needs, budgetary decisions, wildlife activity, and emergencies may cause specific dates or hours of operations or access to locations to fluctuate. The Service will provide public notification of changes in the Area's operating hours or periods of closure.

### B) Rate Determination and Approval Process

- (1) Rate Determination
  - (a) All rates and charges to the public by the Concessioner must comply with the provisions of Section 2(d) of the Contract. The Service will determine the reasonableness and appropriateness of rates and charges under this Contract using Competitive Market Declaration (CMD) rate method, unless and until it determines a different method is appropriate for the services offered. Competitive Market Declaration (CMD) has the meaning set out in the Service Concession Management Rate Approval Guide (2017) available at <https://www.nps.gov/subjects/concessions/rate-administration.htm> as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
  - (b) The Superintendent has determined that market forces from within and outside the Area provide competitive pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the park." Therefore, the Concessioner may adjust rates without the specific approval of the

Superintendent, but rates will be subject to review to ensure they remain reasonable in comparison to similar services offered outside the Area.

- (2) Rate Methods. The current rate approval method used by the Service to administer Concessioner rates are as follows.
  - (a) Firewood Sales. The Concessioner is responsible for setting rates, with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
  - (b) Limited Retail. If provided, the Concessioner must determine its limited retail prices in accordance with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method. If the item is marked with a manufacturer's suggested retail price, the Concessioner must sell the merchandise at that price or less.
- (3) Monitoring of the Competitive Market. The Service will annually review the competitive market to evaluate the efficacy of the Competitive Market Declaration (CMD) rate approval method in ensuring reasonable and appropriate rates. The Superintendent may rescind the use of the CMD rate approval method if the Superintendent determines market forces are not adequate to ensure reasonable and appropriate rates. If a change to rate approval method is made, the Concessioner will have at minimum 60 days to implement the rate change and submit a rate request under the selected rate approval method.
- (4) Management of Rates under the CMD Method. The Concessioner is permitted to set and change rates based upon what the Concessioner determines the market will bear for service types approved under the Competitive Market Declaration (CMD) method.
  - (a) Rate Adjustment. The Concessioner may adjust rates of CMD services without prior notification to or written approval from the Superintendent.
  - (b) Service Rate Monitoring. The Service will conduct monitoring to verify that rates remain reasonable within the competitive market, that utilization (i.e., visitor use levels) does not decline due to rates and charges, and that visitor satisfaction data demonstrates visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted using data on average rates charged for activities and available data on the competitive market.
  - (c) Concessioner Rate Monitoring Plan. Within **60 days** of the contract effective date, the Concessioner must submit to the Service its Rate Monitoring Plan, that documents its rate setting strategy regarding how it will price against competitors. The Concessioner's Rate Monitoring Plan is subject to Service approval. The Concessioner's plan must describe its rate pricing and monitoring components under the CMD rate method, including:
    - Identification of competitors, including, what the Concessioner has identified as the competitive market and competitors by service type, i.e., OSV Tours, guided winter season recreational tours, etc.
    - Monitoring the competitive market, including how the Concessioner will gather competitive market rate data, how often it will conduct rate reviews, and how it will change its rates in response to competitive market data.
    - Monitoring utilization, i.e., visitor use levels to ensure rates do not disproportionately reduce demand.
    - Monitoring visitor satisfaction, to ensure visitor satisfaction levels are considered when adjusting rates within the competitive market.
    - The Rate Monitoring Plan must be resubmitted to the Service as items in the Plan are changed or updated (i.e., if the competitive market changes).
  - (d) Rate Monitoring Information. The Concessioner must submit to the Service annually by **January 15**, its rate monitoring information as proposed in its Rate Monitoring Plan (refer to section 4(c) above) and provide a summary of the Concessioner's rates for the prior year.
- (5) Service Timelines for Responding to Concessioner Requests. For rates subject to Service approval set through rate approval methods other than CMD, and for Concessioner-initiated requests to change rate approval methods, the Service will respond to requests consistent with timelines

identified in the NPS Concession Management Rate Administration Guide and Rate Administration Guide Addendum.

(6) Rate Compliance.

- (a) Rate Posting. The Concessioner must post rates for services available to visitors.
- (b) The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website.
- (c) Discounted Rates. The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors." In implementing such a discount, the Concessioner must publicize the availability of the discount and clearly define the following: parameters of the group, to what items or services the discount would apply, and what identification the customer would be required to show to receive the discount.
- (d) Reduced Rates for Federal Government Employees. Goods and services may not be provided to government employees or their families without charge or at reduced rates, unless such rates or discounts are available to the general public.

**C) Purchasing**

- (1) Prompt Payment. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, guests, employees, and others.
- (2) Competitive Purchasing. The Concessioner may purchase goods 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.
- (3) Discounts. The Concessioner must take advantage of all available trade, cash and quantity discounts and rebates, whenever feasible, and pass them through to the consumer or the operation.
- (4) Environmental. The Concessioner must purchase environmentally friendly products whenever available and feasible.

**D) Evaluations**

- (1) Concessioner's Monitoring Program. The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental management, impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract including all of its 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.
- (2) Service Concession Review Program. The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the NPS Concession 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, or the Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, facilities, and other resources necessary for 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 Concessioner's performance in addressing deficiencies on schedule and in a timely manner will be considered in determining the Concessioner's rating. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary, including for the following inspections or evaluations:
  - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of visitor and employee services to ensure conformance to applicable operational standards.

- (b) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
  - (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.
- (3) Annual Overall Rating. The Service will determine and provide the Concessioner by April 1 each year an Annual Overall Rating Report based upon the Service's evaluation of the Concessioner's contract compliance and performance for the preceding calendar year. The Annual Overall Rating will consist of the following individual reports and include a score and rating.
  - (a) Administrative Compliance Report. The Administrative Compliance Report and rating considers Contract compliance criteria, including timely and accurate submission of the annual financial report, franchise fees, proof of insurance and promotional materials.
  - (b) Operational Performance Report. The Operational Performance Report and rating considers individual periodic operational evaluations.
  - (c) Risk Management Program Evaluation Report. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS 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 will also be a component of this report.
  - (d) Environmental Management Program Evaluation Report. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in meeting the Service's environmental compliance requirements, protecting natural resources, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
- (4) Visitor Satisfaction and Monitoring. The Concessioner must maintain a visitor satisfaction program to measure service and quality standards, product mix, pricing, and overall, Area experience.
  - (a) Visitor Comments. The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system within 30 days of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, product mix, pricing, and overall Area experience. These surveys must include, at a minimum, NPS standard customer satisfaction questions located on the Commercial Services website on the page titled Standards and Evaluations at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>.
  - (b) The Concessioner must have an adequate supply of comment cards within its facilities, or information on accessing the electronic survey must be available at appropriate locations.
  - (c) The Concessioner must investigate and make an initial response to any complaint within 48 hours.
  - (d) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or pertain to the safety of Area resources.
  - (e) The Concessioner must provide the Service with a monthly and annual electronic report of survey responses including comments and complaints, including electronic and hard copy results, in a format to be defined by the Service. The monthly report is due with the Monthly Contract Monitoring Report by the 15th of the month following receipt, and the annual

report is due within fifteen (15) days of the last day of the calendar year. The Concessioner must provide individual comments upon request.

- (f) The Service will forward to the Concessioner any comments and complaints received regarding the Concession Facilities or services. The Service will provide the Concessioner with copies of its responses to comments or complaints about Concession operations.
- (g) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from concession customers. The Concessioner may be required to adopt the Service's program when it is available. The Service will provide results from this program to the Concessioner.

#### **E) General Policies**

- (1) Facility Use. The Concessioner must only use assigned areas for activities that directly and exclusively support the visitor services required and authorized by the Concession Contract.
  - (a) Quiet Hours. The Concessioner must follow quiet hours between the hours of 10:00 p.m. and 6:00 a.m. in campground locations.
  - (b) Smoking Policy. Smoking, including the use of e-cigarettes, is prohibited inside all Concession Facilities, including in outdoor areas within twenty-five (25) feet of air intake ducts, windows, doorways, and bay doors. The Concessioner must post notices in all public areas as necessary.
- (2) Vehicle Licensing, Insurance, Maintenance and Registration. The Concessioner must ensure that all vehicular equipment used by the Concessioner, is properly registered, licensed, insured, and maintained in accordance with Applicable Laws.
- (3) Identification of Vehicles. The Concessioner must discreetly identify its vehicles with the company name and logo. All signage must be professionally printed and not handwritten. All lettering should be no larger than three- and one-half inches in height.
- (4) Lost and Found.
  - (a) The Concessioner will turn all found items into the campground ranger on duty or park visitor center within 24 hours of the item being found.
  - (b) The Concessioner will direct visitors to the campground ranger on duty or park visitor center if a visitor has lost an item.
- (5) Possession of Firearms.
  - (a) The Concessioner is responsible for determining how it will interpret and implement State and Federal firearm possession laws in regard to its visitors. The Concessioner should consult the state attorney general's office with regard to relevant state firearms laws. The Concessioner must provide the Service its written policy articulating how it will implement these laws in regard to its operation for review and approval within 60 days of the Contract effective date and as updated. The policy should also include a plan for management of public firearm possession in regard to concession activities.
  - (b) On-duty concession employees may not possess or use weapons or firearms within the Area. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner and the Concessioner must have written approval from the Superintendent before implementing any exceptions.
- (6) Volunteers in the Park (VIP) Program. The Concessioner may encourage and permit its employees to participate in the Area's Volunteers in Parks (VIP) program.
- (7) Pest Control. The control of pests by chemical and other means is subject to Area approval. Procedures are outlined in the Area's Integrated Pest Management Plan. Specific problems can be referred to the Area's Integrated Pest Management Coordinator.

#### **F) Human Resources Management**

- (1) *Employee Identification and Appearance*. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude.

- (a) While on duty, every Concessioner employee must wear a nametag.
- (2) Employee List. The Concessioner must submit to the Service a list of the names and job titles for all employees within 60 days of the Contract effective date, annually by May 1, and any changes to these lists monthly.
- (3) Concession Employee Passes. The Service will provide the Concessioner a concession entrance passes to access the campgrounds during the operating season. The Concessioner must ensure passes are used for concessioner-related business and not for recreational activities.
- (4) Employee Hiring Procedures.
- (a) Background Checks. The Concessioner must ensure that background checks are performed on all employees operating in the park. These may include wants/warrants check; two-county criminal history checks; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. 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 Service. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
- (b) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment.
- (c) Employment of Service Employees or their Family Members.
- The Concessioner must not employ in any status a Service employee, his or her spouse, or his or her dependent child without prior Superintendent written approval. Potential employees who meet this description must submit a written request to the Service. If approval is given, the Concessioner must retain the approved request as part of the employee's personnel file.
  - The Concessioner may not employ in any status the Superintendent, Deputy Superintendent, Concessions Management staff, Safety Officer, or Public Health Service Consultant, or spouses or dependent children of these individuals.
- (d) Service Notification. The Concessioner must promptly respond to law enforcement officer requests for the purposes of criminal investigation employee information such as: full name, DOB, SSN, photo, address, phone, e-mail address, location working in the Area, current position, supervisor's name and contact information, employee ID number, and information contained in security logs.
- (5) Employee Training. The Concessioner must provide appropriate formal and ongoing job training to each employee prior to duty assignments and provide refresher training as applicable or required.
- (a) Review Programs. Annually, the Concessioner must inform its employees of the Concessioner's Monitoring Program and the Service's Concession Review Program. The Concessioner must ensure managers and supervisors understand their responsibilities regarding compliance and participation in these programs.
- (b) Orientation. The Concessioner must provide orientation and training for each employee.
- The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working within the Area, including potential safety hazards and their mitigation.
  - The Concessioner must orient its employees to the primary visitor facilities and basic facts regarding the principal natural and cultural resources of the Area.
  - The Concessioner must train employees on the necessity of wildlife-proofing food and water sources, such as ensuring waste containers are secured, spills are cleaned up, and doors are closed and locked.
- (c) Job Training. The Concessioner must train its employees to ensure each has the knowledge and skills needed and appropriate to the duties he or she will be assigned, including:



- Customer Service. The Concessioner must provide customer service training for employees who have direct visitor contact to ensure employees provide accurate information and behave appropriately.
  - Environmental Training. The Concessioner must train its employees according to the training requirements in its Environmental Management Program.
- (6) Employee Conduct. The Concessioner must develop a quality control program to ensure that employees provide high levels of visitor service in a manner consistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner must take actions as appropriate to fully correct an employee's deficiency, misconduct, or disregard for applicable policies or standards.
- (7) 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) Public Relations and Providing Area Information**

The Concessioner and their employees must be able to accurately inform and educate the public on many topics throughout all phases of their operations. This will include, but is not limited to answering visitor questions, educational signage on sales merchandise, and targeted marketing.

- (1) Required Notice. The Concessioner must post the following notice prominently 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*  
   *Rocky Mountain National Park*  
   *Estes Park, Colorado 80517*

- (2) Area Knowledge. Employees must demonstrate their knowledge of Area resources to communicate with visitors. At minimum, Area knowledge must include the basic layout of the Area, locations of each Visitor Center, typical driving time between Area locations, most popular hiking trails, and general warnings and restrictions intended to ensure visitor safety, such as those related to dehydration, hypothermia, hyperthermia, water dangers, and wildlife interactions.
- (3) Signs. The Concessioner must ensure all signs, including those containing interpretive information, are professionally made or machine printed, not hand-written, and kept clean and well maintained. All signs will be subject to Service review and approval prior to installation.
- (4) Advertisements and Promotional Material. The Concessioner may use a variety of marketing tools in order to reach diverse populations of all ages, including, but not limited to, websites, social media, and paper publications (i.e., brochures, newspaper, etc.).
- (a) Approval. The Superintendent must approve all promotional material prior to publication, distribution, broadcast, installation, etc. The Concessioner must submit their promotional material to the Service at least 30 days prior to publication, distribution, or broadcast. The Superintendent may require the Concessioner to remove unapproved promotional material.
- (b) Display and Distribution. The Concessioner may only display or distribute promotional material within the Area to services offered within the Area unless the Superintendent approves exceptions in writing. The Concessioner may display materials promoting its visitor services at locations within Area visitor centers and campgrounds, Concession Facilities, and on internet web sites as approved by the Superintendent.

- (c) Statements in Promotional Materials. The Concessioner's advertisements and promotional materials must include either the Authorized Concessioner Mark or a statement that the National Park Service authorizes the Concessioner to serve the public in the Area. The Concessioner's employment advertisements must state that the Concessioner is an equal opportunity employer.
- (d) Online Advertising. The Concessioner may maintain an internet website, which includes, at a minimum, a description of its visitor services, rates, policies, and a link to the National Park Service website. If used, the Concessioner must monitor its social media pages and immediately remove offensive content or inappropriate activities.
- (5) Use of National Park Service Authorized Concessioner Mark (Mark). The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark, including the request to use the Mark, as provided on the NPS Commercial Services website, here: [https://concessions.nps.gov/tools\\_others.htm](https://concessions.nps.gov/tools_others.htm).
- (6) Media Inquiries. All media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area, must be referred to the Service. This includes all media interviews. However, media interviews and visits to Concession Facilities to report on Concessioner operations may be done with a courtesy notification to the Service.

#### **H) Environmental Management Program**

- (1) The Concessioner must comply with the Service Environmental Management Standards for Concessioners located on the NPS Commercial Services website at: <https://www.nps.gov/subjects/concessions/environmental-management.htm>.
  - (a) The Concessioner must develop, document, and implement an Environmental Management Program (EMP) in accordance with Section 6 of the Contract and the Service Environmental Management Standards.
  - (b) The Concessioner must submit to the Service an initial EMP within 60 days of the Contract effective date and an updated EMP annually, **by December 1** that includes a summary of its EMP performance for the previous calendar year.

#### **I) Risk Management Program**

- (1) The Concessioner must develop, maintain, and implement its own documented Risk Management Program (RMP). A sample is available on the Commercial Services website at: <https://www.nps.gov/subjects/concessions/risk-management.htm>.
  - (a) The Concessioner must submit its initial RMP to the Superintendent within 120 days of the Contract effective date and annually thereafter **by December 1**. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.
  - (b) The Concessioner must train all its employees in proper emergency reporting procedures, including how to call emergency services and completing an incident report after. The Concessioner is encouraged to train or to allow employees to attend emergency medical training, including CPR and Basic First Aid courses.
- (2) Employee Accident/Injury Report. The Concessioner must provide the Service with an annual summary listing the types of injuries/accidents employees sustained and the number of employee lost days incurred during the previous calendar year. The report must include a comparison to that year's data to previous years. This report is due by **April 1** each year.

#### **J) Protection and Emergency Services**

- (1) Concessioner Responsibility.
  - (a) Authority. Concessioner-employed personnel have only the authority of private citizens in their interaction with Area visitors and employees. They have no authority to take law enforcement action or to carry firearms.

- (b) Reporting Criminal Violations. The Concessioner will implement standard operating procedures that result in the immediate reporting, by phone call, of all suspected and known criminal violations to the Service or by calling 911.
- (2) Service Responsibility.
- (a) Authority. The Service has jurisdiction on all Area lands and facilities including law enforcement, search and rescue, emergency medical services, public health and structural fire. The Service provides resource, employee and visitor protection and will conduct law enforcement patrols within the Concession Facilities.
- (b) The Service provides law enforcement services for issues that extend beyond the appropriate duties of Concessioner security personnel.

#### **K) Utility Responsibility**

Electrical Utilities. The Concessioner is responsible for contracting with independent suppliers to provide utility services not provided by the Service. The Concessioner is responsible for the direct payment to these suppliers. The Concessioner is responsible for prompt payment of electrical utilities provided by the Service. The Service provides electricity to the Moraine Park, Glacier Basin, and Aspenglen campgrounds. There is no electricity available at the Longs Peak Campground.

<b>Contract No.</b>	<b>Location</b>	<b>Utility</b>	<b>Provider</b>
CC-ROMO004-26	Glacier Basin, Moraine Park, and Aspenglen Campgrounds	Electric service	NPS
	Longs Peak Campground	None	None

### **3) Specific Operating Standards and Requirements**

The Concessioner must provide all services in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet quality standards. The Concessioner must comply with the Service standards and the following requirements. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Service Standards posted on the NPS Commercial Services website (see link in Section 1 – Introduction, above).

#### **A) Standards**

The Service will evaluate the required services and authorized services by using the Retail (10-RET) standards located on the NPS Commercial Services website.

#### **B) Adjustment to Standards**

The Service will only evaluate the Concessioner on the standards appropriate to the Concessioner's assignment and operation.

- Facility Exterior, Standard 3 – Parking - Not Applicable.
- Facility Exterior, Standard 4 – Pathways, Sidewalks, Ramps, Steps, and Stairs - Not Applicable.
- Facility Exterior, Standard 9 – Loading Docks/Delivery Area- Not Applicable.
- Facility Exterior, Standard 10 – Trash/Recycling/Composting - Not Applicable.
- Areas Interior, Standard 11 – Entrance Area- Not Applicable.
- Areas Interior, Standard 12 – Windows, Doors, Walls, Ceilings, Floors, and Screens - Not Applicable.
- Areas Interior, Standard 13 – Aisles- Not Applicable.

- Areas Interior, Standard 14 – Public Restrooms- Not Applicable.
- Areas Interior, Standard 16 – Noise Level - Not Applicable.
- Areas Interior, Standard 17 – Illumination - Not Applicable.
- Areas Interior, Standard 18 – Ventilation/Climate Control - Not Applicable.
- Areas Interior, Standard 20 – Drinking Fountains- Not Applicable.
- Areas Interior, Standard 21– Store Merchandise Shelving and Displays- Not Applicable.
- Areas Interior, Standard 22– Fitting Rooms -- Not Applicable.
- Areas Interior, Standard 23– Merchandise Carts and Shopping Baskets -- Not Applicable.
- Areas Interior, Standard 24– Produce Section Amenities-- Not Applicable.
- Areas Interior, Standard 27– Retail Office-- Not Applicable.
- Areas Interior, Standard 28– Employee Areas - Not Applicable.
- Safety, Standards 29 Emergency Lighting/Exit Lights/Emergency Exits - Not Applicable.
- Safety, Standards 31 Smoke Detectors- Not Applicable.
- Safety, Standards 32 Fire Alarms and Pull Boxes- Not Applicable.
- Safety, Standards 35 Security Cameras- Not Applicable.
- Perishable Food Storage, Preparation, and Service Areas. Standard 37 Food Preparation Area -Not Applicable.
- Perishable Food Storage, Preparation, and Service Areas. Standard 38 Hand Washing Stations-Not Applicable.
- Perishable Food Storage, Preparation, and Service Areas. Standard 39 Health Inspection Certificates -Not Applicable.
- Perishable Food Storage, Preparation, and Service Areas. Standard 40 Food Refrigeration and Heating/Cooking Equipment -Not Applicable.
- Perishable Food Storage, Preparation, and Service Areas. Standard 41 Self-Service Equipment --Not Applicable.
- Perishable Food Storage, Preparation, and Service Areas. Standard 42 Self-Service Counters-Not Applicable.
- Operational, Standard 45 Payment Methods. Cards or other payment methods are accepted at the concessioner's discretion or at the direction of the Service.
- Operational, Standard 47 Checkout Services-Not Applicable.
- Operational, Standard 48 Merchandise Shipping-Not Applicable.
- Operational, Standard 49 Return/Exchange Policy -Not Applicable.
- Operational, Standard 50 ATM Machines -Not Applicable.
- Operational, Standard 51 Park Orientation Material -Not Applicable.
- Operational, Standard 52 Lost and Found-Not Applicable.
- Operational, Standard 53 General Merchandise: See *Specific Operating Requirements* for park approved merchandise consistent with standards for firewood sales and limited retail sales.
- Operational, Standard 54 Unacceptable Merchandise: Firewood and Retail items are limited to what is approved by the Superintendent.
- Operational, Standard 55 Authentic Native American and Other Handicrafts -Not Applicable.
- Operational, Standard 56 Thematic and Environmentally Preferable Products -Not Applicable.

- Operational, Standard 57 Made in USA and Handcrafted Products -Not Applicable.
- Operational, Standard 58 Employee or Local Resident Merchandise -Not Applicable.
- Operational, Standard 59 Alcohol - Not Applicable.
- Operational, Standard 60 Internet Sales - Not Applicable.
- Inventory Management, Standard 67 Deliveries: Deliveries can be made in public view
- Inventory Management, Standard 68 Sales Tracking- Not Applicable.

**C) Specific Operating Requirements. Firewood Sales (Required Service)**

- (1) Firewood. Defined as: pre-cut, bundled firewood and kindling. Firewood and kindling must be split, seasoned and invasive species free. Firewood and kindling must be bundled in biodegradable packaging, such as hemp/sisal twine or cardboard boxes. Firewood bundles must measure, at minimum, 1 cubic foot and include kindling between 15-16 inches in length.
- (2) Location. The Concessioner must sell firewood at the Moraine Park and Glacier Basin Campgrounds
- (3) Local. Firewood and kindling must be sourced from within Northern Colorado, seasoned, invasive species free. If firewood is not available to be sourced from within Northern Colorado, the Concessioner must contact the Area's Concessions Management Specialist.
- (4) Service Sponsored Lot Sales. In the event of a Service-sponsored lot sale for firewood that is available to the public, the Concessioner will be given an equal opportunity to bid on wood obtained from inside the Area.
- (5) The Concessioner is required to join Colorado Forest Product Program (or equivalent). This is a no cost program. More information can be found at <https://csfs.colostate.edu/cowood/cfp/>.
- (6) Staffed Operations. The Concessioner is not required to staff designated hours for firewood sales. Concessioners may provide the required service using a self-pay (honor system) for sales. Product must be available for sale each day, regardless of self-serve or staffed sales.
- (7) Fire Bans. During the operating season, due to extreme fire conditions, a fire ban may be enacted in the campground. Fire bans are often specific as to the types of fuels prohibited. For example, a ban on wood fires may be enacted but the use of charcoal is permitted. During a fire ban in the campground, concessioners may not sell products that are prohibited such as firewood or kindling.
- (8) Deliveries.
  - (a) The Concessioner must direct delivery drivers to make deliveries at times and locations that do not interfere with campground operations during peak visitor times of day or quiet hours.
  - (b) Firewood or product deliveries will be moved to assigned storage area as quickly as possible and must be moved no later than the close of business on the day they are delivered and not piled for future storage.

**D) Specific Operating Requirements. Firewood Sales (Authorized Service).**

The specific operating requirements for the Required Service of Firewood Sales also apply to the ROMO004 Authorized Service to provide firewood sales at Longs Peak and Aspenglen.

**E) Specific Operating Requirements. Limited Retail (Authorized Service).**

- (1) Retail items are limited to what is approved by the Superintendent. Currently approved items include:
  - (a) Pre-packaged cubed ice (minimum weight: 5 lb.), blocks (minimum weight: 10 lb.).
  - (b) Bags of charcoal briquettes (maximum 10 lb. size), may be self-lighting.
  - (c) Charcoal starter (maximum 1 qt. size).
  - (d) Pre-packaged frozen novelties. Products can include ice cream and/or frozen fruit bars. A variety of dairy and non-dairy options is preferable.
  - (e) Soft drinks and/or sports drinks; must include diet and caffeine-free varieties. Soft drinks must be sold in aluminum cans.

- (f) Drinking water (minimum one-gallon pre-packaged containers). Available only when campground water supply is not functioning.
- (2) Staffed sales. Staffed sales are required for Authorized Services. A Concessioner may choose to staff locations for in-person firewood sales, but it is required for sale of limited retail.

#### **4) Concessioner Reporting Requirements**

##### **A) Concessioner Operational Reporting**

The Concessioner must provide report data in a Microsoft Office-compatible electronic format. Upon request, the Concessioner must provide the Service with all supporting documentation for all operational reports. In addition to the reports set forth in Sections 14 and 15 of the Contract, the Service requires the following reports in order to monitor Concessioner activities, understand visitor use, and detect trends. The Service may also request other information from time to time. The Service may change reporting requirements over the term of the Contract. The Concessioner must comply with all changes to reporting requirements.

- (1) Incident Report. The Concessioner must immediately report the following to the Chief Ranger's Office, an Area Law Enforcement Ranger or to the Area Communications Center (911), and to the Superintendent or Area Commercial Services Office as soon as it is feasible. The Concessioner must provide an annual incident report to the Service by April 1<sup>st</sup>.
  - (a) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300.
  - (b) Other incidents that may affect Area resources (e.g., fires, hazardous material spills) or violation of state and federal law.
  - (c) Any motor vehicle accident resulting in property damage, personal injury, or death.
  - (d) When the 911 system is activated.
- (2) Human Illness Report. Any suspected outbreak of human illness, whether employees or visitors, must be reported to the Superintendent immediately. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water and/or food.

##### **B) Concessioner Financial Reporting**

In addition to the Annual Financial Report (AFR) required in the Contract, the Concessioner must provide the following financial reports:

- (1) Concessioner Fiscal Year. Within 30 days of the Contract effective date, the Concessioner must submit to the Service a statement of its fiscal year.
- (2) Franchise Fee Payments. The Concessioner must make payments due to the Service through electronic funds transfers via Pay.Gov, or as otherwise dictated by the Service. The Annual payment is due by April 1st for the preceding year.

##### **C) Other Reporting**

- (1) Insurance Certificates. At the minimum, 14 days prior to commencing operations and annually thereafter by **April 1** or on the policy renewal date, the Concessioner must submit to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract.
- (2) Visitor Demographic Data. The Service may request the Concessioner provide customer demographic data reports on a periodic basis to assist in understanding Park visitation and concession customer needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (3) Reservation and Availability Data. The Service may request the Concessioner provide data to 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.

**D) Complaints**

The NPS will send complaints or comments regarding the Concessioner operation to the Concessioner for investigation and response in a timely manner. The Concessioner will provide a copy of the response to the Superintendent. A copy of the NPS's response will be forwarded to the Concessioner. To initiate valid and responsive visitor comments, the following notice will be prominently posted at all Concessioner payment areas:

This Service is 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 based upon prices charged by similar private enterprises outside the Area for similar services with due consideration for appropriate differences in operating conditions.

Please address comments to:

Superintendent  
Rocky Mountain National Park  
Estes Park, Colorado 80517

**E) Summary of Initial and Recurring Due Dates**

The following tables summarize reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner.

Notification, Report or Plan	Schedule	Due Date
Advertisements and promotional material	Initial and as updated	At least 30 days prior to publication, distribution, or broadcast.
Annual Financial Report (AFR)	Annually	By April 1
Annual Rate Notification	Annual	By April 1
Customer Satisfaction Monitoring System	Initial and as updated	Within 30 days of the Contract effective date
Employee Accident / Injury Report	Annually	By April 1
Environmental Management Plan	Initial and as updated	Within 60 days of the Contract effective date and an updated EMP annually, by December 1
Firearms policy	Initial and as updated	Within 60 days of the Contract effective date.
Franchise Fee Payments	Annually	By April 1 for the preceding year.
Insurance Certificates - Proof of Insurance for Commercial Liability, Auto and Property	Initial and as updated	14 days prior to commencing operations and annually by April 1 or on policy renewal date
Lost and Found	Upon Occurrence	Notification within 24 hours of item found
Minimum Operating Season Modification Request	Annual	By April 1
Rate Monitoring Information	Annual	By January 15
Rate Monitoring Plan	Initial	Within 60 days following the Contract effective date
Risk Management Plan	Initial and as updated	Within 60 days of the Contract effective date and annually thereafter by December 1.

Notification, Report or Plan	Schedule	Due Date
Visitor Comments or Complaints	Monthly	By the 15th of the month
Visitor Satisfaction Annual Summary	Annual	Within fifteen (15) days of the last day of the calendar year

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.