## EXHIBIT B

### OPERATING PLAN

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1) 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 Death Valley National Park (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.

2) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

(1) Designate an on-site general manager who:
   (a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
   (b) Employs a staff with the expertise and training to operate all services required and, if applicable, authorized under the 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 the Concessioner’s implementation of the Service’s policies and directives.

(2) In the absence of the General Manager, the Concessioner must designate an acting General Manager.

(3) Provide a current list with all appropriate points of contact monthly to the Service.

(4) Fill and replace any vacant or open key positions in a timely manner but no longer than 60 days after the key position becomes vacant or open, to ensure efficient operations. Key positions include the General Manager, Maintenance/Engineering Manager, and other departmental managers.

B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities, including evaluation of Concessioner services and Concession Facilities and review and approval of rates charged for all services. The Service will provide a current list to the Concessioner with all appropriate points of contact.
3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

(1) Minimum Operating Hours. The Concessioner must provide the required services for Area visitors on a year-round basis. By August 1 of each year, the Concessioner must submit a written schedule of operating hours for all Concession Facilities for the next calendar year for the Service’s approval prior to implementation. The following table shows the Concessioner’s minimum operating hours:

<table>
<thead>
<tr>
<th>Location</th>
<th>Minimum Hours/Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stovepipe Wells hotel front desk</td>
<td>24 hours per day, 7 days per week, 365 days a year</td>
</tr>
<tr>
<td>Stovepipe Wells restaurant and saloon*</td>
<td>Breakfast: 7:00 AM – 10:00 AM&lt;br&gt;Lunch 11:30 AM – 5:00 PM&lt;br&gt;Dinner: 5:30 PM – 9:00 PM&lt;br&gt;Bar 11:30 AM – 9:00 PM</td>
</tr>
<tr>
<td>Gift shop</td>
<td>7:00 AM – 9:00 PM</td>
</tr>
<tr>
<td>General store</td>
<td>7:00 AM – 10:00 PM</td>
</tr>
<tr>
<td>Service station</td>
<td>24-hour gas pumps</td>
</tr>
<tr>
<td>Campground RV sites with hookups</td>
<td>Open: 365 days a year</td>
</tr>
</tbody>
</table>

*Required meals may be served in any combination of the restaurant and the saloon during minimum hours with Service approval.

(2) Normal Operations. The Concessioner must post the hours of operation in prominent locations. The Concessioner must follow the minimum hours of operation unless it requests changes and receives written approval from the Service in advance of all changes. The Service must give reasonable notice of any schedule changes that it may initiate. Weather, natural disasters, special projects to repair infrastructure, and visitation may cause specific dates of operation to fluctuate. The Service will set these dates and provide reasonable notice to the Concessioner.

(3) Emergency Operations. For “after hours” emergencies, the Concessioner must post in all facilities a prominently displayed phone number and location of the nearest telephone as well as other relevant instructions.

(4) Semi-annual Meetings. The Service will hold semi-annual meetings with the Concessioner (and any site representatives) and Service staff to review the Operating Plan and to discuss planned operations. The Service and Concessioner will jointly determine the meeting dates.

B) Rate Determination and Approval Process

(1) Range of Services and Rates. The Concessioner must provide a range of service levels, qualities, and associated prices for all goods and services provided to the public.

(2) Rate Determination. The Service will ensure that the Concessioner’s rates and charges to the public are commensurate with the level of services and facilities provided by the private sector. The Service will judge the reasonableness of rates based on the current National Park Service Concession Management Rate Administration Guide (February 2017), as it may be amended, supplemented, or superseded throughout the term of the Contract. A copy is available on the NPS Commercial Services website. Rate approval methods are subject to change.

(a) Lodging. The Service approved rate method for lodging is Core Room Method. The Concessioner must price core rooms using the Comparability method. The Service will permit the Concessioner to set non-core rooms at rates based on market conditions.

(b) The Service has determined that rooms in the Roadrunner, Tucki, and Forty-Niner buildings must be non-core rooms for the purpose of rate approval. Pursuant to the Lodging Room Personal Property Improvement Program, the Concessioner must differentiate the non-core...
from the core rooms through upgraded case goods, soft goods, and amenities. The Concessioner must provide to the Service for review and approval, 30 days after the Contract effective date, a written Non-Core Room Plan to enhance the non-core rooms. Non-core rooms must have additional services or amenities that elevate those rooms above mid-scale; however, the overall classification for the property must remain mid-scale.

(c) **Merchandise.** The Concessioner must determine its souvenir and gift prices in accordance with the Service’s Competitive Market Declaration (CMD) guidelines. Merchandise items must be clearly marked with a price. The Concessioner may mark identical items by display area, rather than on each item. If an item is marked with a manufacturer’s suggested retail price (MSRP), the Concessioner must sell the merchandise at that price or less.

(d) **Convenience and Grocery.** The Concessioner must determine prices using the Service’s Markup guidelines or, if printed on packaging, using the MSRP. The Service will provide updates to Markup Percentages annually.

(e) **Food and Beverage.** The Service will determine rates in accordance with the Service’s Core Menu guidelines. It is not necessary to notify the Service of various “specials.”

(f) **RV Campground.** The Service will determine RV nightly rates based on Service’s Comparability guidelines.

(g) **Fuel.** The Service will determine fuel rates based on the Service’s Fuel Markup guidelines. The Service will provide updates to the fuel markup percentage annually.

(h) **Other Service Rates.** The Service will determine and approve the appropriate rate setting approach for all other services provided by the Concessioner.

(3) **Rate Approval Process**

(a) **Annual Rate Changes.** All rates charged under Comparability as well as the Core Menu items must be submitted to the Service for approval prior to implementation. The annual request for rate approvals must be submitted at least 90 days in advance of the intended effective date and no later than May 1. When the Comparability or Core method is used, the Service will approve, disapprove, or adjust rates, using its selected comparables, and will inform the Concessioner of the decision and of the reason for any disapproval or adjustment within 60 days of the rate request submittal. If a longer response time is needed, the Service will inform the Concessioner of the expected response date. All rate increase requests must be in writing and in accordance with the Service’s policy, including without limitation the current National Park Service Concession Management Rate Administration Guide, and provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using methodology specified in National Park Service Concession Management Rate Administration Guide.

(b) **Rate Request Information.** All rate requests must be written and include pertinent information about the rate and product, or service proposed. This includes but is not limited to brand names, portions, length of service, amenities provided, etc. Rate requests require support by established criteria and comparability data. The current National Park Service Concession Management Rate Administration Guide outlines the information the Concessioner must include in each request.

(c) **Changes in Rate Methods.** Changes in market conditions or other factors may result in the Service modifying the rate method that it uses. The Concessioner will be notified by the Service of such a change at least 90 days prior to the date the next rate request is due.

(d) **Approved Rate Posting.** The Concessioner must prominently post its rates for all goods and services that it provides to the visiting public, including posting lodging rates in each lodging room.

(e) **Rate Compliance.** The Service will verify rate compliance during periodic operational evaluations and throughout the year. Approved rates must remain in effect until superseded by changes approved in writing by the Service. The Concessioner must not advertise rates until they are approved in writing by the Service unless granted permission for advanced rates by the Superintendent pending a rate request approval. The Concessioner must comply
with these rate compliance requirements in all advertising including, but not limited to, advertising: on the Concessioner’s website, on the Concessioner’s telephone reservations system, and via third-party booking agents (e.g., Expedia, Travelocity, Orbitz, etc.).

(4) Reduced Rates for Federal Government Employees. The Concessioner must offer federal government employees traveling on official business GSA-established government per diem overnight accommodation rates for the Area.

(5) Discounted Items. If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities, or because of poor service or other conditions), it must discount the item.

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, to the extent feasible, must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.

(3) Environmentally Friendly Products. The Concessioner must purchase and use environmentally friendly products whenever available and feasible.

(4) Prompt Payment. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, guests, employees or others.

(5) Local Purchasing. The Service encourages sourcing and purchasing of local products, where feasible.

D) Evaluations

(1) Concessioner Monitoring Program. The Concessioner must inspect and monitor Concession Facilities and services pursuant to Applicable Laws, including the Service’s policy and standards on authorized rates, life and safety, public health, environmental management, impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract and its Exhibits and other operational performance requirements. Particular inspection and testing requirements are described in other sections of this Operating Plan. The Concessioner must also conduct inspections and monitoring in accordance with its own plans and procedures. The Concessioner must develop and implement 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 Concession Facilities and services to assess and rate concessioner performance in accordance with the NPS Concessioner Review Program as described in Service Policy. The Service uses the results of these evaluations to prepare an Annual Overall Rating. Service personnel may conduct these activities. The Service may request the 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, facilities, documentation, 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 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 service standards and other operational requirements. 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 will determine and generally provides the Concessioner with an Annual Overall Rating Report by **April 1** based on the Service evaluations for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year: Operational Performance Rating Report, Administrative Compliance Report, Asset Management Evaluation, Environmental Management Program Evaluation Report, Public Health Program Evaluation Report, Risk Management Program Evaluation Report, and Visitor Satisfaction Review.

(a) **Operational Performance Report.** The Operational Performance Report collates the individual periodic evaluations scores and weights them if necessary.

(b) **Administrative Compliance Evaluation.** The Service may conduct an annual review of the Concessioner’s compliance with administrative and contractual requirements, including timely submission of the Annual Financial Report, timely and accurate submission of franchise fees, and proof of insurance requirements.

(c) **Asset Management Evaluation.** The Service may conduct an annual asset management evaluation and rating. The evaluation will consider performance against requirements in maintaining facilities as defined in the Concession Contract including the Maintenance Plan.

(d) **Environmental Management Program Evaluation.** The Service may conduct an annual evaluation of the Concessioner’s Environmental Management Program (EMP). The evaluation will consider performance in protecting natural resources, meeting environmental compliance requirements, 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.

(e) **Public Health Program Evaluation.** A representative of the Service’s Public Health Program may conduct periodic evaluations of the Concessioner’s food and beverage operations, pool, and public showers. The Public Health official will conduct these evaluations in accordance with Service Public Health Service procedures based upon the U.S. Food Code and other applicable public health standards. The Concessioner must post a public notice in its food and beverage areas that results of food and beverage facility public health inspections are available upon request.

(f) **Risk Management Program Evaluation.** The Service may conduct an annual evaluation of the Concessioner’s Risk Management Program (RMP). This evaluation 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. Risk management will also be a component of Periodic Operational Evaluations. The Concessioner must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan.

(g) **Visitor Satisfaction Review.** The Service may review Concessioner visitor satisfaction program results, complaints and comments on the Concessioner’s services.

(4) **Other Service Audits and Inspections**

(a) **Environmental Audits.** The Service may conduct environmental audits to evaluate the Concession Facilities and 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.

(b) **Fire, Life, Safety Inspections.** The Service may also conduct fire and other safety inspections at its discretion over the course of the Contract term. The Service will contact the location managers at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator. The Service may consider performance in addressing fire safety requirements in the annual RMP 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.
(d) **Interpretive Program Review.** The Service may evaluate the Concessioner’s interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.

(e) **Other Inspections.** The Service reserves the right to enter the Concession Facilities at any reasonable time for any evaluation or when otherwise deemed necessary.

**E) General Policies**

(1) **Facilities Use**

(a) **Authorized Use.** Concession Facilities may not be used for activities or services that do not directly and exclusively support contractual services required or authorized by the Contract without written permission from the Service.

(b) **Quiet Hours.** Quiet hours must be enforced between the hours of 10:00 p.m. and 6:00 a.m. within all Concession Facilities. Electrical generating equipment use is limited to the hours between 7:00 a.m. and 7:00 p.m. in the RV campground. Electrical generating equipment is defined as a motor or engine capable of producing electrical energy.

(c) **Smoking Policy.** All buildings within the Concession Facilities are designated as non-smoking. A copy of Director’s Order 50D regarding the Service’s policy on smoking can be found at [https://www.nps.gov/policy/DOrders/DO_50D.pdf](https://www.nps.gov/policy/DOrders/DO_50D.pdf). Concessioner must ensure that proper signage is installed where appropriate to regulate smoking.

(2) **Reservations.** The Concessioner must utilize a centralized computerized reservation system for all lodging and RV campground services provided under the Contract on a 12 month forward rolling basis. The reservation system must allow guests to complete online bookings for these services. The reservation system must be discrete and independent of other lodging or other service locations, including those that are affiliated with, owned or controlled by the Concessioner or related entities. The Concessioner may not market, sell or offer reservations for any non-Concession services on its website. All online marketing, sale and reservation services on the Concessioner’s website must relate solely to the services provided under the Contract at Stovepipe Wells.

(a) **Staff.** The Concessioner must adequately staff the reservations office and must increase staff, if necessary, to meet the need during peak periods. Staffing must be sufficient such that calls are answered promptly, and any messages left on an answering system are returned the same day. All reservation personnel must have specific knowledge of and be able to communicate professionally about the services and facilities available under the Contract, as well as a familiarity with the Area and general familiarity about other services available in the region.

(b) **Reservations Services.** The Concessioner must provide reservation services, at a minimum, via an Internet website, toll-free telephone, fax, and mail at all times. The Concessioner must offer an online Internet reservation system consistent with industry best practices.

(c) **Website format.** The Concessioner’s reservation process must use the following steps: select dates, select rooms or campsites, payment details, and confirm reservation. Under no circumstance should the visitor have to enter credit card or personal information before seeing room availability. Reservation pages must include the following:

- Description of product – brief description of entire hotel and RV campground as well as description of each room or RV campsite type and amenities
- Pictures of each room or campsite type
- Rates (average published rate, or seasonal rates)
- Availability calendar allowing customer to see available dates before selecting.
- Ability to reserve ADA rooms or sites, including a link to a description of the type of accessibility (ADA bathroom, ramp, etc.)
• Ability to book government rates

(d) **Deposits, Cancellations and Refunds.**

• The Concessioner may not hold a deposit for lodging unless the Service approves such a policy. The Concessioner may charge a cancellation fee for late cancellations, based on cancellation policies approved as part of the Concessioner’s initial and annual rate request. The Concessioner must include its deposit, cancellation and refund policies in all accommodation brochures, websites, and reservation confirmations.

(e) Within **30 days of the Contract Effective Date**, the Concessioner must submit for Service approval its formal deposit, cancellation, refund, and administrative fee policy statements as part of its initial rate approval, and annually thereafter. The Concessioner must not deviate from or change these policies thereafter without the advance written approval of the Superintendent.

(f) **Overbooking.** The Concessioner must not overbook facilities or services, unless there is a comparable or superior service or facility available. The Concessioner must provide the comparable or superior service or facility at the same price 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 service or facility is confirmed as available.

(g) **Group and Tour Bookings.** The Concessioner must submit its policy on group bookings for Service approval within **30 days of the Contract Effective Date** as part of its initial rate approval, and annually thereafter. The Concessioner must not deviate from or change these policies thereafter without the advance written approval of the Superintendent. The policy must include how the Concessioner will balance group/tour bookings and bookings for the general public, times of year targeted for group/tour bookings, billing policies, and treatment of commissions.

(3) **Special Events.** The Concessioner must seek Service approval for special events. In accordance with Applicable Laws, including current Service policy, the Service will review and approve proposed special events before the events are scheduled and may require the Concessioner to complete a Special Use Permit application. Requests for special events must be submitted at least **30 days** in advance of their intended effective date.

(4) **Lost and Found.** The Concessioner must operate its own lost and found department for handling lost and found or unattended property found in the Concession Facilities. Procedures must conform to Service guidelines found in Personal Property Management Handbook # 44 Sec 10.34, or 36 C.F.R. 2.22. The Service will provide the most recent version and any updates.

(a) The Concessioner must log all found items and turn them into a designated secure location. The Concessioner must properly date, secure and store these items. The Concessioner must maintain records and establish procedures to ensure prompt, accurate response to guest inquiries concerning lost items.

(b) The Concessioner must immediately report and deliver to the Service collection of valuable items such as credit cards, jewelry, and portable electronics in accordance with agreed upon procedures. The Concessioner must deliver less valuable items to the Service bi-weekly by the Concessioner’s staff as identified in its Lost and Found program.

(c) The Concessioner should provide instructions for visitors on reporting lost items to the Service in lodging guest room materials and otherwise be available to visitors upon request at appropriate concession locations (e.g., lodging front desk, ticket counter, etc.).

(d) If a visitor claims a found item prior to the Service obtaining that item, the Concessioner must require the claimant to provide proper identification of the item, name, contact information, and signature of receipt. The Concessioner must give this information to the Service.

(5) **Telephone Services.** The Concessioner must provide a minimum of one public phone accessible for relatively private calls during all hours and ensure that the phone is in working order. Out of order phones must have a sign directing visitors to the nearest working unit. The Concessioner must provide public access to long distance services at all times.
(6) **Internet Services**

(a) The Concessioner must provide free wireless internet for Stovepipe Wells Hotel guests. This service must be available, at a minimum, in the lobby area and each individual guest room. The Concessioner may provide wireless internet service to other non-guest visitors within the Concession Facilities and may charge non-guest visitors for those services. Rates for non-guest wireless internet access must be submitted for approval with the annual lodging rate request.

(7) **Laundry Service.** All laundry services that serve visitors, including Stovepipe Wells Hotel guests, must be located outside of the Area. However, the Concessioner is permitted to provide onsite laundry service to concession employees housed within the Area.

(8) **Vehicles**

(a) **Licensing, Insurance, Maintenance, and Registration**

- The Concessioner must properly register, license, insure, and maintain all Concessioner vehicular equipment used to perform services under the Contract in accordance with all Applicable Laws and with this Contract.
- The only maintenance activity allowed within the Area is topping off fluids in the maintenance area. All other maintenance activities, including but not limited to fluid changes, and painting must take place outside the Area.

(b) **Identification.** The Concessioner must identify Concessioner-owned vehicles with the Concessioner’s name and logo. The Concessioner must use lettering no larger than three-and-one-half inches in height.

(c) **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 maintain egress in or out of the Service-approved designated area at all times.

(d) **Abandoned Vehicles.** The Concessioner must notify the Service of abandoned vehicles in the vicinity of the Concession Facilities, which include without limitation, employee vehicles. The Concessioner must tow abandoned vehicles located within the Concession Facilities 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 abandoned property in a timely manner and properly dispose of all abandoned property. The Concessioner must not store non-functioning or unserviceable vehicles within the Area.

(e) **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.

(9) **Interactions with Wildlife**

(a) The feeding of wildlife within the Area is prohibited. The Concessioner may not encourage the feeding of wildlife within the Concession Facilities by providing food, such as popcorn or bread, for such purposes. The Concessioner and its employees may not maintain hummingbird, seed, suet, or any other type of bird feeders on the property.

(b) The Concessioner must include proper signage regarding leaving unattended food on any outdoor table within the Concession Facilities.

(c) Food storage, trash, and (where these are available) recycle facilities must be bird, wind, and animal-proof.

(d) Preventive measures must be in place to limit exposures to Hantavirus and other transmittable diseases. The Concessioner must make all buildings and other structures wildlife resistant and pest-proof, per standards described in Technical Bulletin: [https://www.nps.gov/subjects/concessions/upload/Animal-Intrusion.pdf](https://www.nps.gov/subjects/concessions/upload/Animal-Intrusion.pdf)

(e) The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife.
(f) The Concession must have a written protocol consistent with NPS guidance provided by the Regional Public Health Consultant for incidents involving bat intrusion into facilities and possible human exposure to bats.

(10) **Signs and Labels.** The Concessioner must use professionally made signs and securely install them (they may not be taped or stapled to surfaces). The Concessioner must obtain Service approval for all exterior signs prior to use or installation.

(11) **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](https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm). 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.

(a) The Concessioner must investigate and make an initial response to any complaint within 48 hours.

(b) 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 the safety of Area resources.

(c) 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 by the 15th of the month following receipt, and the annual report is due on February 15. The Concessioner must provide individual comments upon request.

(d) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.

(e) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from concession customers. The Concessioner must adopt the Service’s program when it is available.

**F) Human Resource Management**

(1) **Employee Identification and Appearance.** At a minimum, the Concessioner must issue all employees an employee photo identification card that includes their 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. The Concessioner must ensure that all employees in direct contact with the public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Attire must be freshly laundered and in good condition (not torn, stained or excessively faded).

(2) **Firearms.**

(a) The Concessioner determines how it will interpret and implement state firearm possession laws in regard to its visitors. 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 by April 15 and as updated. The policy should also include a plan for management of public firearm possession in regard to concession activities.

(b) Concession employees may not possess firearms while on duty. The Superintendent, in their sole discretion, 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 Superintendent will provide a written response to the Concessioner.

(3) **Employee List.** The Concessioner must submit to the Service a list of the names, job titles, and addresses of all employees, seasonal or full-time. The Concessioner must provide this information within 30 days of the effective date of the Contract. The Concessioner must deliver an updated employee list monthly, delivered to the Service on the 15th day of the month for the preceding month.

(4) **Employee Hiring Procedures**

(a) **Staffing Requirements.** The Concessioner must hire a sufficient number of employees to ensure that excellent-quality visitor services are provided throughout the operating season. The Concessioner must attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, housing conditions, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods. The Concessioner must meet all applicable requirements of the Department of Labor.

(b) **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 position or security-sensitive position to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.

- Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report it to the Service’s Dispatch Office.

(c) **Harassment Free Work Environment.** The Concessioner must provide its employees with a statement of its policies regarding prevention of sexual harassment and hostile workplace, procedures for addressing complaints, and conduct educational program(s) for its employees to deter sexual harassment and a hostile workplace environment.

(d) **Background Checks.** The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. This must include a national background check from each state. These must include wants/warrants check, local criminal history check, 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 individual if they show any active felony 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 Chief Ranger’s Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.

(e) **Driver Requirements.** Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid operator’s license for the size and class of vehicle being driven.

(f) **Service Employees.** The Concessioner must not employ in any status Service employees, their spouses or minor children when the responsibilities of the Service employee include making recommendations, decisions, or approvals related to services required or authorized under the Contract. All requests for approval of concessioner employment of Service employees or family members, including spouses or dependent children, must be in writing and must indicate the nature of the duties of the NPS employee and that of the family member, as well as the proposed compensation for the family member. The Concessioner must not employ any Service employee family member unless written approval is provided by the NPS.

(5) **Training.** The Concessioner must submit a Training Plan to the Service that specifies how employees are trained in appropriate hospitality, customer service skills, and Area-specific rules and regulations. The Concessioner must include an orientation session at the beginning of each
period of heavy visitation (winter and summer). The Concessioner must devote part of this training to the importance of the roles played by the Service and the Concessioner in providing accurate information and high-quality service to visitors.

(a) **Wildlife, Fish, and Vegetation Management.** The Concessioner must provide Service-approved training in fish, wildlife, and vegetation management, including measures to prevent wildlife species from becoming habituated to human foods and to prevent the spread of invasive plant species.

(b) **Night Sky Preservation Training.** The Concessioner must provide training to all employees on the importance of night sky preservation and night sky practices.

(c) **Food Sanitation Training.** The Concessioner must provide sanitation training to food service personnel at the start of their employment, as well as provide annual updates and necessary additional training to existing employees, 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.

(d) **Environmental and Risk Management.** The Concessioner must provide training in environmental and risk management to employees in accordance with the Concessioner’s Environmental Management Program, Risk Management Plan, and as required by Applicable Laws.

(e) **Interpretive Training.** The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services. The Concessioner must work closely with the Service to improve the methods of preparing and presenting effective interpretive information. The terms “interpretive” and “interpretation” mean messaging and communications to visitors relaying the purpose and significance of the Area.

(f) **Employee Knowledge.** The Concessioner must ensure its employees have knowledge of cultural and natural resources in the Area and about the Service, its mission, and values. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic Area questions.

(g) **Area Training.** The Concessioner will encourage employees to attend any Service-sponsored training relating to Concession operations in the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service. The Concessioner must pay employees their standard wages for attending Service-sponsored training.

(h) **Employee Handbook.** The Concessioner must provide all employees with a copy of the Concessioner’s employee handbook, which must specifically identify the policies and rules of the Concessioner and applicable regulations of the Service. Whenever updated, the Concessioner must provide a copy of all employee handbooks to the Service for a 30-day review prior to distribution to employees. All material in the handbook must be consistent with the regulations and policies of the Service and with the terms of this contract.

(6) **Employee Responsibilities.** The Concessioner must require that its employees adhere to all Federal and State laws while in the Area including, but not limited to, use or possession of illegal substances, and criminal activity. The Concessioner should emphasize that Federal law applies in the Area with respect to marijuana use. The Concessioner must inform employees and potential employees in writing that any individuals required to register with the county sheriff’s office in accordance with applicable California Statutes, must also register with the Chief Ranger’s Office.

(7) **Employee Housing**

(a) **Classifications and Standards.** The Concessioner must comply with the Employee Dining Room (10-EDR) and Employee Housing (10-EHO) standards located on the NPS Commercial Services website (https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm). Presented below are Area-specific requirements, additions, and exceptions to these standards.

(b) **Occupancy Restrictions.** The Concessioner is permitted to maintain double occupancy of rooms within the assigned building 85495, and may allow double occupancy of 85496.
(c) **Housing Lease Agreements.** The terms of the Concessioner’s lease agreements with employees for employee housing, and employee rules and regulations, are subject to the approval of the Service.

(d) **Costs.** The room and board account for employees must be a break-even account. The Concessioner must ensure that employee room and board charges do not exceed earnings as a result of mandatory reduction of work.

(e) **Safety and Cleanliness.** The Concessioner must maintain its employee housing in a safe, clean, and orderly manner utilizing the guidelines in the Maintenance Plan (Exhibit H to the Contract). Employee rooms must be adequately furnished to serve the number of occupants. The Concessioner must maintain dormitory furnishings to a satisfactory condition. The Concessioner must periodically conduct inspections. The Service may also periodically conduct inspections.

(f) **Pets.** The Concessioner must submit a pet policy for approval to the Service. This can be part of the Employee Handbook or Housing Policy.

(g) **Employee Use of Mobile Homes.** Use of mobile homes or other vehicles for housing is limited to the designated employee housing RV area. Concessioner is responsible for any abandoned vehicles within concession facilities, including employee vehicles or mobile homes.

(h) **Internet Access.** The Concessioner must provide free internet access in all employee housing areas or in a centralized location.

(i) **Exemptions or Additions to the Employee Housing Operating Standards.** Where standards for the Area differ from the Service standards, these differences are listed below as exemptions from or additions to the standards for Employee Housing (10-EHO).

<table>
<thead>
<tr>
<th>Standard Number</th>
<th>Exemption or Addition</th>
<th>Details of Exemption or Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

(8) **Employee Transportation.** Concessioner must develop and implement a plan to ensure that employees have regular access to vehicles or a shuttle for personal errands such as shopping, doctor visits and other necessities. The Concessioner must transport employees to an appropriate medical facility for minor injuries occurring within the Concessions Facilities when such injuries do not require transport by emergency medical personnel.

(9) **Employee Dining Rooms.** The Concessioner must operate an Employee Dining Room at Stovepipe Wells Village. In addition to complying with the following standards and requirements, the Concessioner must comply with the standards and guidelines located on the NPS Commercial Services website (https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm) for Employee Dining Rooms (10-EDR). Where service standards for the Area differ from the Service standards, these differences are listed below as exemptions from or additions to the standards.

<table>
<thead>
<tr>
<th>Standard Number</th>
<th>Exemption or Addition</th>
<th>Details of Exemption or Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

(10) **Other Employee Services**

(a) **Employee Recreation Program.** The Concessioner must develop and support an employee recreation program that includes a variety of appropriate in-Area and out-of-Area recreational activities for its employees. The Concessioner may make these activities available
to all community members. The Concessioner must provide its employees with the following onsite facilities:

- Gym facilities that include rubberized flooring, aerobic machines, a universal weight machine, and other basic gym items.
- A membership to an online custom wellness plan.

(b) Recreation Areas. If the Concessioner uses any area within or outside its Assigned Facilities for recreational activities for its employees, the Concessioner must ensure that the area is left clean and in good condition after use.

(c) Volunteers in the Park (VIP) Program. The Concessioner must permit its employees to participate in the Service’s Volunteers in Parks (VIP) program. Additional information concerning the NPS VIP program can be found at: https://www.nps.gov/getinvolved/volunteer.htm

(11) Organized Labor Activity

(a) 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.

4) ENVIRONMENTAL MANAGEMENT

A) Environmental Management Program

The Concessioner must submit an Environmental Management Program (“EMP”) within 60 days of the effective date of the Contract in accordance with Service Environmental Management Program Standards for Concessioners located on the NPS Commercial Services website. Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan. The Concessioner must review and update the EMP at least annually to comply with Applicable Laws, and reflect any changes in facilities, operations, roles and responsibilities or processes within the EMP. The Concessioner must submit updates annually by November 30.

5) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner must develop, maintain, and fully implement its own Risk Management Program in accordance with Service Risk Management Program Standards for Concessioners located on the NPS Commercial Services website. The Concessioner must submit its initial plan to the Service within 120 days of the effective date of the Contract and must submit any revisions by November 30 of each following year thereafter. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.

B) Emergency Response

The Concessioner must provide plans and procedures, equipment and training to employees to effectively respond to emergencies, including the releases of hazardous substances. The Concessioner must provide emergency response equipment and training in accordance with its Emergency Action Plan, Emergency Response Plan, and Spill Prevention Control and Countermeasure Plan. The equipment must be maintained in good condition. All required plans must be submitted timely to the Service for review and any additional plans must be available upon request.
6) UTILITY RESPONSIBILITIES

A) Service

(1) The Service provides water and wastewater disposal (sewer) services to the Concession Facilities.

(2) The Service bills the Concessioner in accordance with Applicable Laws, including without limitation, the Service’s policy, including DO 35B, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service.

(3) The Service has reviewed projected actual operating and maintenance costs and amortized costs of capital improvements for utility systems and services and developed not-to-exceed rates, which are the maximum 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:

<table>
<thead>
<tr>
<th>Utility Type</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
<th>2030</th>
<th>2031</th>
<th>2032</th>
<th>2033</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Rate (per 1,000 gal)</td>
<td>$11.14</td>
<td>$11.73</td>
<td>$12.36</td>
<td>$12.90</td>
<td>$13.30</td>
<td>$13.72</td>
<td>$14.16</td>
<td>$14.61</td>
<td>$15.09</td>
<td>$15.58</td>
</tr>
<tr>
<td>Wastewater Rate (per 1,000 gal)</td>
<td>$4.85</td>
<td>$5.54</td>
<td>$6.06</td>
<td>$6.20</td>
<td>$6.36</td>
<td>$6.52</td>
<td>$6.69</td>
<td>$6.86</td>
<td>$7.04</td>
<td>$7.23</td>
</tr>
</tbody>
</table>

B) Concessioner

(1) The Concessioner must contract with independent providers for utility services not provided by the Service. The Concessioner must pay these providers directly.

(2) The Concessioner must promptly pay its creditors, including but not limited to those creditors that the Concessioner owes amounts in connection with services within the Area such as: electricity, fuel, refuse collection, telephone, sewage disposal, water, or any other utility or service, whether made to governmental authority, public, or community service company.

(3) 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.

(4) Utility Add-On. The Service has not approved a utility add-on for this Contract.

7) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

(1) Service

(a) The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will provide year-round law enforcement patrols of the Area.

(b) The Service handles all violations of Federal, State, County, or Service regulations or policies. State or County officials may be called to assist in some matters but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.

(c) The Concessioner must report all emergencies to the Service by telephoning 911.

(12) Concessioner Personnel. 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.
(a) The Concessioner may be required to provide security personnel if circumstances indicate
the need for such personnel at any time.

(b) The Concessioner must secure buildings, equipment, and facilities assigned to it under the
Contract.

(c) The Concessioner must designate a supervisor for the employee housing area. The employee
housing supervisor must be empowered to enforce the Concessioner’s employee policies
and housing regulations.

(d) The Concessioner must immediately report to the Service any observed violations of the law.

B) Structural Fire Protection

The Concessioner must make fire prevention and protection a priority at all Concession Facilities and take
reasonable steps to prevent and protect against structural and other fires. The Service and the
Concessioner will provide joint fire response concerning Concession Facilities, with primary responsibility
lying with the Service.

(1) Concessioner

(a) The Concessioner must comply with all Applicable Laws related to the installation,
operation, maintenance and repair of fire detection and suppression equipment, fire
protection planning and training including OSHA and National Fire Protection Association
(NFPA) standards and RM-58.

(b) The Concessioner must prepare and maintain a Fire Prevention Plan in accordance with 29
CFR 1910.39. This plan must be provided to the Service annually.

(c) The Concessioner structural fire, wildland fire, and life safety plans and procedures must be
integrated in the Concessioner’s Risk Management Program.

(d) The Concessioner must register all eligible lodging facilities with the Federal “Fire-Safe-List”.

(e) The Concessioner must designate a Structural Fire Manager to ensure the Concessioner’s
compliance with its fire program responsibilities and coordinates with the Area’s structural
fire coordinator.

(f) The Concessioner must conduct the following inspections related to fire, life safety on the
property:

- A full inspection of the property (including a Fire Protection Condition Assessment to NPS
standards) by a licensed fire protection engineer within 60 days of the effective date
of the Contract and every five (5) years thereafter. This inspection must be
comprehensive and performed in compliance with all applicable sections of NFPA and with
any more restrictive elements of RM58, the specific Park Service guidance. It must include
life safety systems and fire suppression and protection systems and elements, including
elements of passive protection. The goal of this inspection is a comprehensive review of
all conditions on the property with resulting recommendations forming a basis for projects
and emergency work going forward. A report of inspection must be submitted to the
Service within 30 days of the inspection.

- Facility Fire Life Safety Inspection (NFPA 101) annually by a certified fire inspector.

- Fire protection equipment and system inspection, testing, maintenance, and repairs as
required by NFPA standards and Service standards and policies. All requirements listed
below are based on current NFPA standards – where the standards have changed, current
standards must be complied with in lieu of the schedule set forth below:

  - Fire suppression systems (NFPA 25): Within 30 days following the effective date of
the contract and annually thereafter. Reports of these inspections must be
submitted within 30 days of the inspection.
- Fire alarm systems (NFPA 72): Within 30 days following the effective date of the contract and annually thereafter. Reports of these inspections must be submitted within 30 days of the inspection.
- Kitchen hood inspections (NFPA 96): Within 30 days following the effective date of the contract and annually thereafter. Reports of these inspections must be submitted within 30 days of the inspection.
  - Kitchen hoods must be cleaned by a licensed contractor quarterly or as determined by the Service depending on the level of use.
- Weekly/monthly visual inspections of facilities for compliance with basic fire, life safety requirements set forth in Reference Manual 58 and all relevant portions of the NFPA (including 101 – emergency lighting and exit signs and 10 – fire extinguishers). Concession employees with adequate education, training, and insurance approved by the Service may conduct weekly/monthly visual inspections. The Concessioner must maintain written records verifying the completion of such inspections through the period of the contract and must provide the records to the Service upon request.
- For new buildings, occupancy inspection covering building interiors and exteriors and must occur within 30 days of issuance of certificate of occupancy.

(g) The Concessioner must promptly complete repair and replacement of fire protection systems and life safety systems and components that are found not to be functioning properly during inspections or through other means.

(h) The Concessioner must conduct applicable fire prevention awareness training for staff as required by NPS Reference Manual #58 (Structural Fire Management), as it may be amended, supplemented or superseded throughout the term of this Contract.

(2) Service
   (a) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service may contact the Concessioner at the time of the evaluations so that a representative of the Concessioner may accompany the Service evaluator.
   (b) The Service provides and maintains hydrants within the Area.
   (c) The Service is the primary entity that provides structural fire response in the Area.

C) Emergency Medical Care

(1) Service Response. The Service is the primary entity that provides emergency medical services in the Area.

(2) First Aid. The Concessioner must maintain basic first aid supplies at all Concession Facilities.
   (a) Training. The Service encourages the Concessioner to allow employees to attend emergency medical training, including CPR and First Response courses.
   (b) Staffing. The Concessioner must ensure, at minimum, one employee certified in First Aid be available at all times. The Concessioner must ensure at least one staff member who resides on property has a minimum of EMT-B emergency medical qualification.
   (c) Automated External Defibrillator. The Concessioner must provide and maintain automated external defibrillators (AEDs) in a central location for public use at all hours during facility operation at each of the following locations: Front Desk, Food and Beverage Manager’s office, the common area in the 400 dorm, and in the office at the General Store. All manager-on-duty staff, “lead” supervisory personnel, lodging front desk employees, and security positions must be certified in the proper use of AEDs.

(3) Emergency Reporting Requirements. The Concessioner must train all Concessioner employees in proper emergency reporting procedures, including how to provide essential information (e.g., a call back number at their location). The Service will dispatch Rangers and emergency personnel as needed. The Service will investigate all visitor and employee accidents which require medical attention.
8) PUBLIC RELATIONS

A) Required Notices

The Concessioner must post the following notices 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: Death Valley National Park Office of Commercial Services and Special Park Uses: 760-786-3241 or deva_permits@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 concerning any incidents occurring within the Area to the Service. This includes all media interviews. However, media interviews and visits to Concession Facilities to report solely on Concessioner operations may be done with a courtesy notification to the Concessions Management Specialist Office.

C) Advertisements and Promotional Material

1) Promotional Material

   (a) Approval. The Concessioner must obtain approval from the Service for all promotional material prior to publication, distribution, broadcast, etc. This includes website information and social media. The Concessioner must contact the Service well in advance to establish specific timeframes for each project review. The Service may require the Concessioner to remove unapproved promotional material from circulation.

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

   (c) Area Publications. The Area’s newspaper will include information on services provided by Concessioners within the Area.

   (d) Material. The Concessioner must publish all advertisements and promotional material on minimum 30% post-consumer material paper and/or tree-free products and double-sided. The use of soy-based inks is also encouraged.

   (e) Websites. The Concessioner’s websites must link to the Service website.

   (f) Distribution of Print Material. The Concessioner must make the Area newspaper and/or brochure available to visitors.

2) Statements
(a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within the Area.

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

(3) Use of the NPS Authorized Concessioner Mark. The Service has an approved Mark it allows Concessioners to use upon approval 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 as provided on the NPS Commercial Services website.

(4) Social Media. The Concessioner may use Facebook, Twitter, or other social media outlets to promote its operations under the Contract. The Concessioner must provide the layout and general content of the social media site for Service approval two weeks prior to making the site accessible to the public. The Concessioner must use the following Service-approved language in the description of the Concessioner on social media sites.

“(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 (park name).”

(a) Postings, Comments, Photos and Other Social Media Content. Content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, the Concessioner, or the nearby communities does not require pre-approval by the Service. The Concessioner must monitor content and comments posted by visitors to the page and remove any content that is inaccurate, offensive, or irrelevant. All social media content is subject to review by the Service and the Concessioner must remove postings upon request of the Service.

(b) The Service must approve advertising and promotional content for social media sites if different than previously approved for other media.

9) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner. Standards provided by current Service Concession Management Guidelines are considered service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet quality standards. In addition to complying with the following standards and requirements, the Concessioner must comply with the standards and guidelines located on the NPS Commercial Services website (https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm). Additional service-specific requirements are outlined in this section. When in conflict, standards and guidelines described in this Operating Plan supersede those identified in the standards on the website.

(1) Non-Personal Interpretive Services

(a) Non-Personal Interpretive Items. The Concessioner must actively pursue a non-personal interpretive program. The Concessioner must explore a wide array of methods for conveying interpretive messages, approved by the Service, to visitors on Area-related themes and topics such as resource protection, stewardship, appreciation of Area values, and Service goals. In merchandise and food service facilities, the Concessioner must include interpretive information on a variety of items, including hangtags, receipts, menus, placemats, paper cups, and comment cards. The Service may review and approve all interpretive materials for public distribution.

(b) Locations. The Concessioner must integrate Area interpretive themes into the interior decor of merchandise and food service facilities. The Concessioner must make available appropriate areas within the Concession Facilities, both interior and exterior locations, to provide Area interpretive and safety messages in various media, including bulletin boards and kiosks.
(c) **Service Approval.** The Concessioner must submit all interpretive materials to the Service for review and approval within **60 days** of the effective date of the Contract and at least 60 days in advance of when the Concessioner plans any changes or updates to existing approved interpretive material.

**B) Lodging**

1. **Classifications and Standards.** The Concessioner must comply with the lodging classification standards located on the NPS Commercial Services website (https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm). Area-specific requirements, additions, and exceptions to these standards are below.

<table>
<thead>
<tr>
<th>Concession Facility</th>
<th>Service Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stovepipe Wells Hotel</td>
<td>Midscale (10-LGM)</td>
</tr>
</tbody>
</table>

2. **Exemptions or Additions to the Midscale Lodging Operating Standards.** Where standards for the Area differ from the Service standards, these differences are listed below as exceptions or additions to the standards:

<table>
<thead>
<tr>
<th>Standard Number</th>
<th>Exemption or Addition</th>
<th>Details of Exemption or Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>15, 17, 26, 50</td>
<td>Exemption</td>
<td>This standard does not apply.</td>
</tr>
<tr>
<td>76, 83, 110</td>
<td>Exemption</td>
<td>This standard does not apply.</td>
</tr>
<tr>
<td>50</td>
<td>Addition</td>
<td>Concessioner must provide door cards compliant with California requirements for posting emergency procedures.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Front desk must be staffed 24 hours a day.</td>
</tr>
</tbody>
</table>

**C) Food and Beverage Service**

1. **Classifications and Standards.** The Concessioner must comply with the food and beverage service classification standards located on the NPS Commercial Services website (https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm). Area-specific requirements, additions, and exceptions to these standards by food and beverage establishment are in the sections below.

<table>
<thead>
<tr>
<th>Concession Facility</th>
<th>Service Classification</th>
<th>Meal Periods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stovepipe Wells restaurant</td>
<td>Family Casual (10-FBF)</td>
<td>Breakfast, Dinner</td>
</tr>
<tr>
<td>Stovepipe Wells saloon</td>
<td>Bar and Cocktail Lounge (10-FBB)</td>
<td>Lunch, Bar Service</td>
</tr>
</tbody>
</table>

2. **Management.** The Concessioner must ensure that a manager and/or other key personnel is available in the food service areas during all operating hours.

3. **Menus.** The Concessioner must offer healthy, locally sourced, and sustainable food options and a range that provides for a wide variety of visitors, including vegetarian, heart healthy, and light eater’s entrees and children’s menus. All menus must maintain a price range that accommodates the general range of Area visitors. The requirements for breakfast, lunch, or dinner at each
location are a minimum requirement. The Concessioner may have additional food service times at any of the facilities with written approval of the Service.

(a) Stovepipe Wells Restaurant. The Concessioner must serve breakfast and dinner at the Restaurant. The Concessioner must offer many menu items made in-house that reflect a range of locally sourced foods. The Concessioner should implement service concepts that minimize wait times, especially during peak meal periods.

(b) Stovepipe Wells Saloon. The Concessioner must provide lunch and bar service at the Saloon. The Concessioner must offer menu items made in-house that reflect a range of locally sourced foods.

(4) Product Quality Specifications. The Concessioner must use the following specifications as a minimum guide when purchasing product:

(h) Meat
  • Beef: USDA Prime and Choice
  • Pork: USDA U.S. No. 1
  • Veal: USDA Prime and Choice
  • Lamb: USDA Prime and Choice
  • Poultry: USDA Grade “A”

(i) Seafood
  • Frozen fish, if used, must be a nationally distributed brand, packed under continuous inspection of the U.S. Department of Agriculture.

(j) Dairy
  • Eggs: Fresh USDA or State Graded “AA” or “A”
  • Butter: USDA Grade “AA” (93-100 Score) or “A” (92 Score)
  • Cheese: USDA Grade “AA” or “A” for all graded cheeses
  • Milk and Milk Products: USDA Grade “A” Fresh

(5) Healthy Food Standards and Sustainable Guidelines. The Concessioner must apply the National Park Service Healthy Food Standards to its food and beverage operations. The Concessioner is encouraged to apply the NPS Sustainable Food Guidelines, where appropriate. These standards and guidelines are located on the NPS Commercial Services website.

(6) Food Safety. The Concessioner must develop an operating plan for managing food safety and provide it to the Service upon request.

(a) Food Safety Certification. The Concessioner must provide at least one full-time certified food safety manager on duty at food service locations all times. The manager must have a current certificate as a ServSafe Food Protection Manager by the National Restaurant Association or an equivalent certificate. All food service employees will have a current food handler’s card issued by a state, county, or local health department.

(b) Public Health. All food storage, handling, preparation, and service will conform to the requirements contained in the most recent edition of the Food Code, as published by the U.S. Food and Drug Administration, including the Hazard Analysis Critical Control Point (HACCP) system.

(7) Alcohol Sales. In addition to fee and license requirements, the Concessioner must comply with regulations of the State of California for the sale of alcoholic beverages.

(a) The Concessioner must have at least one full-time manager who has attended an alcohol training program. The Concessioner must train its employees in the responsible practices of serving and selling alcohol beverages.

(b) The Concessioner must make alcohol beverage service available with meal service at Stovepipe Wells Restaurant. The Concessioner may sell packaged beer and wine at the General Store. The Concessioner must offer for sale beer, wine and a selection of cocktails in the Saloon.
(8) **Reduction of Food Waste and Recycling of Beverage Containers.** The Concessioner must use and supply bulk condiments to minimize packaging where feasible. The Concessioner must sell packaged beverages and packaged food items in recyclable containers; the Concessioner must provide applicable recycling containers in each food service area. If disposable table settings are needed, the Concessioner should use biodegradable disposable products (e.g., cups, plates, and cutlery).

(9) The Concessioner may not use the Concession Facilities to provide catering services outside the Area without the consent of the Superintendent.

(10) **Exemptions or Additions to the Food and Beverage Standards.** Where standards for the Area differ from the Service standards, these differences are listed below as exceptions or additions to the standards:

<table>
<thead>
<tr>
<th>Standard Number</th>
<th>Exemption or Addition</th>
<th>Details of Exemption or Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Casual</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Bar and Cocktail Lounge</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

D) Retail

(2) **Classifications and Standards.** The Concessioner must comply with the Retail (10-RET) standards for general merchandise, convenience items, and grocery located on the NPS Commercial Services website. Area-specific requirements, additions, and exceptions to these standards by retail establishment are below.

(3) **General**

(a) **Service Approval.** The Service may review and approve all merchandise sold in the Area. At the discretion of the Service, certain items may be determined to be inappropriate and unacceptable for sale.

(b) **Merchandise Plan.** The Concessioner must develop and implement a merchandise plan that incorporates the Area’s interpretive themes, environmental issues, educational themes, and recyclable products. The Concessioner must develop its Plan in coordination with the Service. The merchandising plan must be submitted to the Service not later than 120 days after the effective date of the Contract.

(4) **Gifts and Souvenirs.** Concession retail operations must offer items that have a direct relationship to the Area, its environs, its history, or other related environmental or cultural topics. Items that are intended to refer to Death Valley National Park must bear the name “Death Valley National Park” as appropriate. Items will be marketed as “Death Valley National Park.” No other short or slang reference to Death Valley National Park is authorized. The Concessioner is authorized to sell a limited selection of gift and souvenir items in the Saloon, as approved first by the Service.

(5) **Native American Handicraft Sales.** Documentation of the origin of all items to be designated as Native Handicrafts must be provided to the Service. Sales of handicraft items from tribes with no documented connection to the Area must not exceed 5% of annual total sales of gifts and souvenirs. Handicraft items from tribes without documented connection to the Area must still be appropriate to the Area, its environs, its history, or other related environmental or cultural topics.

(6) **Grocery and Sundry Items.** The Concessioner must provide a selection of grocery and sundry items appropriate for the Area at the General Store. A range of merchandise in different price ranges must be offered.

(7) **Vending.** The Concessioner must provide vending machines that are conveniently located, and of a design and color which complements the aesthetics of the building and surroundings. The
Concessioner must provide recycling and trash containers at these locations as approved by the Service. The Concessioner must comply with the vending standards as specified by the Service’s Retail (10-RET) and Lodging (10-LGM) standards.

(8) **Propane.** The Concessioner must sell propane in one-time use canisters at the General Store.

(9) **Firewood.** The Concessioner must acquire fully cured firewood from outside the Area for sale at the General Store in compliance with Service policy. Firewood must be packaged in bundles using heavy sisal twine, sheet rock tape, or any other Environmentally Preferable packaging item. If it is not financially feasible to use an Environmentally Preferable packaging item, then the Service will approve plastic wrap only if the Concessioner adds a label to the bundle with the following statement: “Please discard this plastic wrapper in RV campground dumpsters, along with your other trash. Do NOT burn the wrapper –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 Service may mandate temporary cessation of firewood sales for resource protection or safety reasons.

(10) **Exemptions or Additions to the Retail Standards.** Where service standards for the Area differ from the Service standards, these differences are listed below as exceptions or additions to the standards:

<table>
<thead>
<tr>
<th>Standard Number</th>
<th>Exemption or Addition</th>
<th>Details of Exemption or Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail</td>
<td></td>
<td><strong>General Store</strong></td>
</tr>
<tr>
<td>22-24</td>
<td>Exemption</td>
<td>These standards do not apply.</td>
</tr>
<tr>
<td>37-38</td>
<td>Exemption</td>
<td>This standard does not apply.</td>
</tr>
<tr>
<td>Retail</td>
<td></td>
<td><strong>Gift Shop</strong></td>
</tr>
<tr>
<td>22-24</td>
<td>Exemption</td>
<td>This standard does not apply.</td>
</tr>
<tr>
<td>37-42</td>
<td>Exemption</td>
<td>This standard does not apply.</td>
</tr>
<tr>
<td>60</td>
<td>Exemption</td>
<td>This standard does not apply.</td>
</tr>
<tr>
<td>63</td>
<td>Exemption</td>
<td>This standard does not apply.</td>
</tr>
</tbody>
</table>

E) **RV Campground**

(1) **Classifications and Standards.** The Concessioner must comply with the Campground (10-CAM) standards located on the NPS Commercial Services website (https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm). Area-specific requirements, additions, and exemptions to these standards are in the sections below.

(2) **General.** The Concessioner will operate 14 full hookup RV campsites adjacent to the General Store and Service Station.

(3) **Reservations.** The Concessioner must allow advance online or telephone reservations for 75% of the campground, with the remaining sites available on a first-come, first serve basis. The reservation system should allow guests to select an individual site of their choosing. The website should contain detailed maps and photographs showing the location and layout of receivable campsites.

(4) **Discounts.** The Concessioner must grant a 50% discount for campsite fees to Senior Pass and Access Pass holders. The web-based reservation system will allow visitors to receive the discount for their passport at time of reservation with the stipulation that the pass must be presented when checking in at the campground as well.

(5) **Recycling.** Recycling containers will be available for overnight campground guests. These containers will be wind, bird, and animal proof. A sufficient number will be available to accommodate occupancy levels.

F) **Service Station**
(1) **Standards.** The Concessioner will comply with the Automobile Service (10-AUT) standards located on the [NPS Commercial Services website](https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm).

(2) **Fuel Service.** The concessioner is required to sell gasoline at the Service Station. The Concessioner must utilize above-ground gasoline tanks each with a capacity of no less than 10,000 gallons. The Concessioner is responsible for all equipment and associated infrastructure improvements to enable the sale of gasoline.

(3) **Signage.** The Concessioner must maintain service station signage that clearly indicates that this is a self-service facility.

(4) **Amenities.** The Concessioner must provide free air, water, and windshield cleaning fluid and tools for visitors.

(5) **Exemptions or Additions to the Automobile Service Station Standards.** Where service standards for the Area differ from the Service standards, these differences are listed below as exceptions or additions to the standards:

<table>
<thead>
<tr>
<th>Standard Number</th>
<th>Exemption or Addition</th>
<th>Details of Exemption or Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile Service</td>
<td>Exemption</td>
<td>Stovepipe Wells Service Station</td>
</tr>
<tr>
<td>11</td>
<td>Exemption</td>
<td>These standards do not apply.</td>
</tr>
<tr>
<td>36-47</td>
<td>Exemption</td>
<td>These standards do not apply.</td>
</tr>
</tbody>
</table>

G) **Special Event Space Rentals (Authorized)**

(1) **Locations.** The Concessioner may rent space to host special events with written NPS approval. Special events include tour groups, private groups, wedding receptions, and large parties that would otherwise disrupt general operations.

(2) **Special Use Permits.** The Concessioner must ensure groups reserving areas for special events obtain Service required Special Use Permits or Commercial Use Authorizations, as applicable.

(3) **Service Events.** The Concessioner must allow the Service to use special event locations throughout the year at no charge. For these events, the Service will be responsible for set up and take down, including cleaning of areas used.

H) **Wireless Internet in Campgrounds (Authorized)**

(1) **Locations.** The Concessioner may sell wireless internet upon approval in any or all of the following locations: Stovepipe Wells Campground, Sunset Campground, Furnace Creek Campground, Texas Springs Campground, and Mesquite Springs Campground.

(2) **Right of Way Permit.** The Concessioner must work with the Superintendent to apply for and be issued a right-of-way (ROW) permit before placing equipment on NPS-managed land. More information about the ROW process can be found at [https://www.nps.gov/aboutus/right-of-way-permit.htm](https://www.nps.gov/aboutus/right-of-way-permit.htm).

I) **Swimming Pool**

(1) **Standards.** The Concessioner will comply with the Swimming Pool (10-SWI) standards located on the [NPS Commercial Services website](https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm).

(2) The Concessioner is authorized to sell pool passes and shower passes for the showers located near the pool. The Concessioner is responsible for compliance with all federal, state, and local rules related to these sales.
(2) Exemptions or Additions to the Swimming Pool Standards. Where service standards for the Area differ from the Service standards, these differences are listed below as exceptions or additions to the standards:

<table>
<thead>
<tr>
<th>Standard Number</th>
<th>Exemption or Addition</th>
<th>Details of Exemption or Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swimming Pools</td>
<td></td>
<td>Stovepipe Wells Swimming Pool</td>
</tr>
<tr>
<td>39</td>
<td>Addition</td>
<td>Pool lift can be available upon request so that it can be stored in a shaded area to allow for safe use.</td>
</tr>
<tr>
<td>43</td>
<td>Exemption</td>
<td>Lifeguard not required (not a public pool).</td>
</tr>
</tbody>
</table>

10) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

The Concessioner must provide the Service supporting documentation for all operational reports upon request.

(1) Management Listing. The local General Manager will provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers. The Concessioner must provide this information within 30 days of the effective date of the Contract. The Concessioner must deliver an updated management listing monthly, delivered to the Service on the 15th day of the month for the preceding month.

(2) Incident Reports. The Concessioner must immediately report the incidents listed below through Service Dispatch at 760-786-2330

(a) Any fatalities and any visitor-related accidents/incidents that could result in a tort claim to the United States or the Concessioner.
(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. All instances of a possible outbreak of human communicable illness, whether employees or guests, are to be promptly reported to the Service Dispatch at 760-786-2330. This information, along with other information received, may be inspected by the U.S. Public Health Service’s consultant or representative to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. A suspected outbreak of human illness is two or more persons with common symptoms. Initial reports may be made by telephone. The Concessioner must next notify the Concessions Management Office at 760-786-3236.

(4) Hazardous Substance Spills. The Concessioner must immediately report spills to Service Dispatch at 760-786-2330. The Concessioner must also call the following numbers:

(a) National Response Center: 1-800-424-8802
(b) EPA: Region 9 24-Hour Hotline: (866)-EPA-WEST or (415) 947-8000
(c) California Office of Emergency Services (Cal OES) State Warning Center (800) 852-7550
(d) Inyo County Department of Environmental Health Services (760) 878-0238

(5) Certificates of Insurance. The Concessioner must provide annual updated statements and certificates of insurance not later than 30 days after the insurance(s) renewal date(s) and in accordance with this Contract.
(6) *Survey and Visitor Response Data.* Any and all surveys conducted by the Concessioner must be approved in advance in writing by the Service. All customer satisfaction data collected by a third party that is provided to the Concessioner must be provided to the Service **by the 15th of the month following receipt.**

(7) *Power Outage Plan.* Concessioner must submit a plan to address power outages to the Service **within 30 days of the effective date of the contract** and must provide details on visitor safety/comfort, staff housing, interim power solutions, food loss prevention, continuity of operations plan, and potential evacuation procedures.

### B) Operational Reports by Use

The Concessioner must include all operational statistics for the individual Concession Facilities in a monthly Concessioner operational report **due by the 15th day of the following month.** An annual summary report will be due **March 1 each year.** The Concessioner must present this data in a concise spreadsheet form. **NOTE: The Concessioner must prepare separate reports with the following information for the specified concession service:**

1. **Lodging**
   (a) Rooms available, rooms occupied per lodging location, out-of-order room count.
   (b) Average daily room rate by location, revenue per available room (RevPAR).
   (c) Market segmentation (i.e., individual leisure, tours, group, conference).
   (d) Total guest count.
   (e) Average length of stay.
   (f) Turn away demand for days during that month and reasons.

2. **Food and Beverage**
   (a) Number of covers served by breakfast, lunch, dinner, by outlet with corresponding revenues and average check. Breakout of the number of alcoholic beverages served in the Saloon.

3. **Retail**
   (a) Revenue at each retail outlet shown separately.
   (b) Number of transactions at each retail outlet.
   (c) Revenue by merchandise category (e.g., Native American handicraft, gifts and souvenirs, grocery, apparel).
   (d) Average transaction for each operation.

4. **RV Campground**
   (a) Summary of monthly sites available, sites occupied, calculated occupancy
   (b) Average daily campsite rate by site type
   (c) Total campground guest count
   (d) Average length of stay

5. **Service Station**
   (a) Gallons of gasoline purchased monthly/annually.
   (b) Average price per gallon for gasoline by month/year.

6. **Employee Housing**
   (a) Number of beds available and occupied.
   (b) Number of RV sites available and occupied.

### C) Concessioner Financial Reports
In addition to the Annual Financial Report (AFR) required in the Contract, the Service also requires the following financial reports, which must be developed and completed based on currently acceptable accounting practices, for each revenue-producing department (e.g., lodging, food and beverage, retail, etc.) and must have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The Concessioner and the Service will agree on the report format at the inception of the Contract.

(1) Annual Financial Report (AFR). The AFR is due to the Service no later than 120 days after the last day of the Concessioner’s fiscal year. The Concessioner is required to complete and deliver to the Service both PDF and Excel formats of this Report.

(2) Annual Budget. A budget including detailed utilization and revenue and expense projections, due by the date determined by the Service.

(3) Financial Forecast. A pre-season financial forecast for each business activity compared to annual budget. Format to be pre-approved and due by the 15th of March annually.

(4) Monthly Franchise Fee Report. By the 15th of the month as part of the monthly reporting, the Concessioner must report on the franchise fee deposit made from the preceding month. Reporting documentation will include a copy of the wire transfer identifying the account and the amount transferred.

(5) Statement of Component Renewal Reserve. The Statement of the Component Renewal Reserve is due to the Service no later than 120 days after the last day of the Concessioner’s fiscal year.

D) Other Reporting

(1) 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.

(2) 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.

E) Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that the Concessioner is responsible for.
<table>
<thead>
<tr>
<th>Title</th>
<th>Schedule</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Management Program</td>
<td>Initial/Annual updates</td>
<td>Within 60 days following the effective date of the Contract, updates due by November 30 of each year.</td>
</tr>
<tr>
<td>Balance Sheet</td>
<td>Initial</td>
<td>Within 90 days of effective date of the Contract.</td>
</tr>
<tr>
<td>Comprehensive Fire Protection Engineer Inspection (FPCA)</td>
<td>Initial/Every five years</td>
<td>Inspection within 60 days following the effective date of contract and report to NPS within 30 days of inspection. Every five years thereafter.</td>
</tr>
<tr>
<td>Annual Alarm/Sprinkler/Hood ITM</td>
<td>Initial/Annually</td>
<td>Within 30 days following the effective date of contract and annually thereafter or otherwise as required by NFPA standards.</td>
</tr>
<tr>
<td>Fire, Life, Safety Visual Inspections</td>
<td>Weekly/Monthly</td>
<td>Records to be retained and presented upon request.</td>
</tr>
<tr>
<td>Risk Management Plan</td>
<td>Initial/Annually</td>
<td>Within 120 days following the effective date of execution of the Contract; updates due by November 30 of each year.</td>
</tr>
<tr>
<td>Merchandise Plan</td>
<td>Initial</td>
<td>120 days following the effective date of the Contract.</td>
</tr>
<tr>
<td>Concessioner Fiscal Year</td>
<td>Initial</td>
<td>Report intended fiscal year within 30 days of the Contract effective date.</td>
</tr>
<tr>
<td>Annual Financial Report</td>
<td>Annually</td>
<td>Not later than 120 days after the last day of the Concessioner’s fiscal year.</td>
</tr>
<tr>
<td>Statement of Component Renewal Reserve</td>
<td>Annually</td>
<td>Not later than 120 days after the last day of the Concessioner’s fiscal year.</td>
</tr>
<tr>
<td>Schedule of Operations</td>
<td>Annually</td>
<td>No later than August 1.</td>
</tr>
<tr>
<td>Rate Approvals (including cancellation policy)</td>
<td>Annually</td>
<td>At least 90 days prior to effective date proposed and no later than May 1.</td>
</tr>
<tr>
<td>Employee List</td>
<td>Initial/Monthly</td>
<td>Within 30 days following the effective date of the contract and updated monthly, delivered to the Service on the 15th day of the month for the preceding month.</td>
</tr>
<tr>
<td>Employee Handbook</td>
<td>As Necessary</td>
<td>All handbooks will be provided to the Service for review 30 days prior to release.</td>
</tr>
<tr>
<td>Annual Overall Rating</td>
<td>Annually</td>
<td>April 1</td>
</tr>
<tr>
<td>Management Listing</td>
<td>Monthly</td>
<td>Within 30 days following the effective date of the contract and updated and submitted to the Service by the 15th day of the month for the preceding month.</td>
</tr>
<tr>
<td>Certificates of Insurance</td>
<td>Annually</td>
<td>30 days after renewal dates.</td>
</tr>
<tr>
<td>Budget</td>
<td>Annually</td>
<td>TBD</td>
</tr>
<tr>
<td>Financial Forecast</td>
<td>Annually</td>
<td>By the 15th of March.</td>
</tr>
<tr>
<td>Operational Reports</td>
<td>Annually/ Monthly</td>
<td>Annual summary report for preceding year due March 1; Monthly reports due the 15th day of the following month.</td>
</tr>
<tr>
<td>Title</td>
<td>Schedule</td>
<td>Due Date</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Franchise Fee</td>
<td>Monthly</td>
<td>By the 15th of the following month.</td>
</tr>
<tr>
<td>Visitor Satisfaction and Monitoring Plan</td>
<td>Initial</td>
<td>Within 30 days following the effective date of this Contract</td>
</tr>
<tr>
<td>Visitor Complaints</td>
<td>As Necessary</td>
<td>Upon receipt.</td>
</tr>
<tr>
<td>Visitor Comments Summary</td>
<td>Monthly and Annually</td>
<td>By the 15th of the month following receipt, and annual summary by February 15</td>
</tr>
<tr>
<td>Promotional Material</td>
<td>As Necessary</td>
<td>At least 30 days prior to publication/distribution.</td>
</tr>
<tr>
<td>Survey/Visitor Response Data</td>
<td>Monthly or Annually</td>
<td>TBD</td>
</tr>
<tr>
<td>Power Outage Plan</td>
<td>Initial</td>
<td>Within 30 days following the effective date of the contract.</td>
</tr>
<tr>
<td>Special Events</td>
<td>As Necessary</td>
<td>At least 30 days prior to the event.</td>
</tr>
</tbody>
</table>

**Note:** Per the Contract, the Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information.

**Effective ________________, 20__**