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1) INTRODUCTION

This Operating Plan between _____ (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 Voyageurs 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 Concessioner is required to provide the following visitor services during the term of the Contract.

Service	Size	Location
Lodging	Kettle Falls hotel rooms (12) Villas (10 units in 3 villa buildings)	Kettle Falls area
Food & Beverage	Full-service restaurant (breakfast/lunch/dinner) within the Hotel (~40 seats) plus adjacent dining area in screened porch (~10 seats).	Kettle Falls area
Retail	Souvenirs, visitor convenience items, and camping supply sales within the hotel and at the Trading Post.	Kettle Falls area
Guest transportation	Round trip boat transportation to Kettle Falls from the mainland for lodging guests.	Kettle Falls area
Marina Services	Fuel, oil, ice and bait sales A minimum of five (5) Boat & outboard motor rentals Overnight docking for hotel and villa guests	Kettle Falls area
Mechanical Boat Portage Services	Boat portage between boat launch sites on Rainy Lake and Namakan Lake (using the gravel portage road that detours water traffic around the Kettle Falls dam)	Kettle Falls area
Employee Housing	At such locations as are provided and/or approved by the Park. Onsite food services for staff will also be provided	Kettle Falls area

The Concessioner is authorized, but not required, to provide the following visitor services during the term of the Contract:

Service	Location
Onsite sales of alcoholic beverages	Kettle Falls hotel
Fishing guide services	Kettle Falls area
Kayak, canoe, and stand-up paddleboard rental (includes rentals with or without guide service)	Kettle Falls area
Vending machine operations	Kettle Falls area
Lodging amenity services (including massage, special events, private functions, and nature-based wellness services)	Kettle Falls area

Service	Location
Sack lunch and "Grab and Go" food provision (sales)	Kettle Falls area
Water taxi service from Kettle Falls to park approved destinations	Kettle Falls area
NPS approved motorboat-based interpretive tours	Kettle Falls area
Minor boat repair	Kettle Falls area
Guest Laundry Service	Kettle Falls area
Chase Boat Services (aka vessel towing services)	Kettle Falls area
Land-based interpretation programs upon NPS approval	Kettle Falls area
Delivery Services from Kettle Falls to campsites, houseboat sites, and other park areas open to the public.	Kettle Falls area
North Canoe paddling tours upon NPS approval	Kettle Falls area

2) RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site General Manager who:

- 1) Has the authority and the managerial experience to operate the Concessions Facilities and provide the required services, and, if applicable, the authorized services under the Contract.
- 2) Must employ staff with the expertise and training to provide all the required and/or authorized services under the Contract.
- 3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and menu approval. All menus are subject to the Superintendent's approval prior to finalization.

B) Service

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

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

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

1) Schedule of Operations Standards:

The Concessioner must provide the required services for Area visitors on a seasonal basis. The Concessioner must submit a written schedule of the proposed opening and closing dates and operating hours for all concession operations by March 1 each year for the Superintendent's approval.

- a) The Concessioner's minimum operating season for all required services is the Friday before the first day of fishing open season in May through September 30th.
- b) The Superintendent may approve delayed opening services due to late ice out conditions, delayed start of Service water and sewer services, or emergencies, but these changes must be agreed upon and approved by the Superintendent prior to implementation.
- c) All services must be open with regular hours of operation during any holidays within the operating season.
- d) The Concessioner must answer phones the entire calendar year. When the concession operations are closed, the Concessioner must maintain an answering machine or voicemail service. The Concessioner must return calls daily.
- e) For "after hours" emergencies, the Concessioner must post in all assigned facilities, including each rental unit, a prominently displayed phone number and location of the nearest telephone as well as other relevant instructions.

B) Rate Determination and Approval Process

2) Rate Determination by Service

- a) **Lodging Rates:** The Concessioner must base rates for lodging in accordance with the Service's Competitive Market Declaration (CMD) guidelines. This includes rates for hotel rooms and villas.
- b) **Food and Beverage Rates:** The Concessioner must submit rates for food and beverage items in accordance with the current National Park Service Core Menu Guidelines (including restaurant items, bag lunches, and "grab and go" food sales). After the Concessioner and Service establish an initial core menu, only those core menu items regularly on the menu are subject to comparability analysis. The Concessioner will not include non-core items on the rate requests, but the Service will review those items for menu approval. All menus are subject to the Superintendent's approval prior to finalization.
- c) **Retail Rates (Merchandise):** Rates for merchandise are determined using Competitive Market Declaration.
- d) **Retail Rates (Convenience Items):** Rates for convenience items will be Core Retail.
- e) **Fuel Rates:** Fuel rates will be set using the Markup percentage as outlined in the Rate Administration Guide (2017). In addition to submitting the fuel invoice, the Concessioner must submit the barge invoice as well to the Concessions Management Specialist for review and setting of new rates.
- f) **Water Taxi Transportation:** the Concessioner will base rates for all motorized water taxi services in accordance with the Service's Competitive Market Declaration (CMD) guidelines.
- g) **Motorboat Rentals:** motorboat rental rates are determined using Competitive Market Declaration.
- h) **Boat Portage Service:** the rate for boat portage service will be determined using Competitive Market Declaration.
- i) **Paddle Craft Rentals:** if the Concessioner chooses to rent paddle craft (to include kayaks, canoes, and stand-up paddleboards), rates for this service will be based on Core Service guidelines, outlined in the Service's 2017 Rate Administration Guide.
- j) **Onsite Alcoholic Beverage Sales:** Onsite Alcoholic Beverage sales will be determined using Competitive Market Declaration.

- k) Interpretation Services:** if the Concessioner chooses to offer interpretation services, rates for these services will be determined using Competitive Market Declaration. Authorized Interpretation services include:
 - i)** Guided Fishing Charters
 - ii)** Motorboat-based Interpretive Tours
 - iii)** Land-based Interpretation Programs
 - iv)** North Canoe Programs
 - v)** Guided Paddle Craft Tours
- l) Delivery Services:** If the Concessioner chooses to offer water-based delivery services from Kettle Falls to other areas in the park, the rate for these services will be determined using Competitive Market Declaration.
- m) Chase Boat Services:** If the Concessioner chooses to offer chase boat services (i.e., vessel towing), the rate for these services will be determined using Competitive Market Declaration.
- n) Minor Boat Repair Services:** if the Concessioner chooses to offer minor repair services, the rate for these services will be determined by the Core Services method outlined in the NPS's 2017 Rate Administration Guide.
- o) Vending Machine Rates:** if Concessioner installs vending machines, the rates for vending machine contents will be set in accordance with the Core Retail method outlined in the 2017 NPS Rate Administration Guide.
- p) Wellness Amenity Services:** if the Concessioner provides wellness amenity services, rates will be set in accordance with the Service's Competitive Market Declaration (CMD) guidelines.
- q) Guest Laundry Service:** if the Concessioner offers commercial guest laundry services, then rates will be set in accordance with the Service's Competitive Market Declaration (CMD) guidelines.

3) Annual Rate Change Requests:

The Concessioner must follow rate change requirements detailed in the 2017 NPS Concession Management Rate Administration Guide and the 2024 NPS Rate Administration Guide Addendum. For applicable rate approval methods (i.e., boat portage services and fuel rates), Concessioner must submit all requests for rate changes in writing, no later than January 31, to allow for anticipated implementation dates, brochure publication dates and customer notification. All rate requests must comply with current Service guidelines found in the Rate Administration - Concessions (U.S. National Park Service) (nps.gov) and must include comparable data, where appropriate. The Service will evaluate rate requests once per year unless there are extenuating circumstances. The Service will consider alternative rate setting methods that reflect substantial changes in service quality, expenditures, or required investment.

4) Rate Approval:

The Superintendent will approve, disapprove, or adjust rates and inform the Concessioner of the decision within 30 days of the rate request submittal. Approved rates will remain in effect until superseded in writing by the Superintendent.

5) Approved Rate Posting:

The Concessioner will provide all rates for goods and services to visitors upon request.

6) Rate Compliance:

Area staff will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operation evaluations and throughout the year.

- a)** The Concessioner must ensure no published or posted rates exceed any respective maximum rates approved by the Service.
- b)** Third-party companies selling rooms or services for the Concessioner must sell those rooms or services

at or below the approved maximum rate. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate. This includes third-party booking agents (e.g., Expedia, Travelocity, Orbitz).

7) Reservation System:

The Concessioner must have a central computerized reservation system capable of accommodating requests for lodging. This system must also enable people to make reservations online for the property. Reservation systems must integrate with the Concessioner's Property Management Information System and provide comprehensive reporting capabilities.

- a) The Concessioner may use its own reservation system or use the Service's reservation service provider at www.recreation.gov.
- b) The Concessioner must accept lodging reservations on a 365-day forward rolling basis at a minimum.

8) Advance Rate Approvals:

The Concessioner may advertise and charge a higher advance rate for its upcoming season prior to completion of formal rate approvals in accordance with the Service's Rate Guide.

9) Minimum Reservations:

Requirements for a 2-day minimum for weekends and for holidays or special events are acceptable. Longer minimums must be approved in writing by the Superintendent.

10) Confirmed Rates:

Rates confirmed by the Concessioner, as identified in the reservation confirmation, must be honored during the entire length of stay. There is an exception regarding reservations confirmed using advance booking rates.

- a) Should the approved rate for the stay be less than the advance rate on the reservation, the Concessioner must refund the difference on the confirmed advance reservation rate.
- b) Alternatively, if the approved rate for the stay is more than the confirmed advance reservation rate, the Concessioner must honor the confirmed rate.

11) Overbooking:

The Concessioner must not overbook unless there is a comparable or superior service or facility available. The Concessioner must be able to provide the comparable or superior service or facility at the same price as the original booking price. The Concessioner may implement a waiting list system that neither guarantees the visitor a reservation, nor charges the visitor, until the Concessioner confirms availability of a service.

12) Deposit, Cancellation, and Refund Policy:

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.

13) Reduced Rates for Government Employees:

The Concessioner may not provide goods and services to government employees or their families without charge or at reduced rates not available to the general public. Lodging will be provided to government employees conducting official government business at the government per diem rate established in accordance with the Federal Travel Regulation.

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 suppliers not related to the Concessioner or parent company.

2) Discounts:

The Concessioner must take advantage of all available trade, cash and quantity discounts and rebates when feasible and pass them through to the Area visitor, as applicable to the rate approval method detailed in the National Park Service Concession Management Rate Administration Guide (2017).

3) Environmental Purchases:

The Concessioner must purchase environmentally preferable products and services when feasible.

D) Use of National Park Service Authorized Concessioner Mark

The Service has an approved Concessioner Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Concessioner Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner". The Concessioner must comply with the guidelines for use of the Concessioner Mark as provided on the [NPS Commercial Services website](#).

E) Evaluations

4) Evaluation Standards:

The Concessioner must manage operations and services to ensure the protection of resources, compliance with public health and safety requirements, and provide satisfactory services for Area visitors within the Concession Facilities. The operation of facilities and services authorized by this Contract will conform to the evaluation standards set forth in the current Commercial Services Guide which can be found here: [Commercial Services Guide \(nps.gov\)](#).

5) Periodic Operations Evaluations:

The Service will conduct both announced and unannounced periodic evaluations of Concession Facilities and services to ensure conformance to operational standards. The Service will contact managers at the time of evaluations so that a representative of the Concessioner may accompany the Service evaluator.

- a) The Service reserves the right to enter the Concession Facilities at any reasonable time for any evaluation or when otherwise deemed necessary.

6) Frequency of Operational Evaluations:

The Service will conduct a minimum of two (2) periodic evaluations per year for seasonal operations. The number of such periodic evaluations may be reduced by one (1) per year if, in the previous year, that facility received an average operational rating of four (4) out of five (5) or higher and each Periodic Evaluation in the current year continues to be four (4) or higher.

7) Correction of Deficiencies:

The Concessioner must meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations. The Concessioner is responsible for correction of deficiencies and abatement plans within dates assigned by the Service as outlined in the periodic evaluation.

8) Concessioner Safety Inspection:

The Concessioner's Safety Manager must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Safety Manager must ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.

9) National Park Service Safety Inspections:

The Service will periodically conduct a comprehensive safety and occupational health evaluation of all

operations and facilities as part of its review of the Concessioner's Risk Management Program. In addition, the Service will also conduct annual Fire Inspections and annual Building Parametric Condition Assessments near the start of each opening season.

10) Public Health Inspections:

The US Public Health Service Sanitarian will conduct announced and unannounced periodic evaluations of the Concessioner's food and beverage facilities.

11) Environmental Audit Standards:

The Service will conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance in accordance with the current Service Concession Environmental Audit Program Operating Guide. The Service considers performance in closing audit findings in the annual Environmental Management Program (EMP) Evaluation. Audits will be conducted at minimum every five years.

12) Annual Overall Rating:

The Service determines and provides the Concessioner by April 1 each year an Annual Overall Rating Report based upon the Service's evaluation of the Concessioner's Contract compliance and performance for the preceding calendar year. The Annual Overall Rating will consist of the following individual reports and include a score and rating.

- a) Administrative Compliance Report:** The Administrative Compliance Report and rating considers Contract compliance criteria, including timely and accurate submission of the annual financial report, franchise fees, proof of required insurance which must be submitted annually, and promotional materials.
- b) Operational Performance Report:** The Operational Performance Report collates the individual periodic evaluation scores and weights them if necessary. The Service will work with the Concessioner to determine weighting, if any.
- c) Public Health Program Evaluation Report:** The Public Health Program Evaluation Report is a compilation of the year's public health inspections.
- d) Risk Management Program Evaluation Report:** The Service will annually conduct a comprehensive review of the Concessioner's Risk Management Program (RMP). This review will consider performance in complying with NPS risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this report.
- e) Environmental Management Program Evaluation Report:** The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in meeting the Service's environmental compliance requirements, protecting natural resources, and operating in accordance with the Concessioner's documented EMP. Performance in addressing the Concessioner's environmental audit findings will also be a component of this evaluation.
- f) Asset Management Program Evaluation Report:** The Service will conduct an annual evaluation of the Concessioner's Asset Management Program (AMP). The evaluation will consider the Concessioner's performance in maintaining the Concession Facilities.

F) General Policies

1) Facilities Use

The Concessioner may not use the Concession Facilities for activities or services that do not directly and exclusively support contractual services required by this Contract without written permission from the Service

2) Quiet Hours

The Concessioner must enforce quiet hours between the hours of 10:00 p.m. and 6:00 a.m. in all

overnight facilities.

3) Smoking Policy

All facilities are designated non-smoking. Smoking, including the use of e- cigarettes, is prohibited inside all facilities, including outdoor areas within twenty-five (25) feet of air intake ducts, windows, doorways, and bay doors. The Concessioner must post notices in all public areas as necessary. The Concessioner must designate employee smoking areas and provide appropriate receptacles and training to ensure cigarette butts are disposed of properly.

4) Light Pollution

The Concessioner must provide adequate exterior illumination to ensure safety but must also ensure lighting meets the Park's standards for dark sky protection. Information regarding the Service's initiative to prevent light pollution may be found on the [Protect Natural Lightscapes website](#).

5) Exterior Lighting on Historic Structures

The Concessioner must obtain written approval from the Park prior to installation, repair, or alteration of all exterior light fixtures on any historic building.

6) Alternate Communication Required

- a) The Concessioner must maintain a working marine radio in the hotel lobby for communication with rental vessels and with fueling stations at both marinas.
- b) The Concessioner must also keep a satellite phone available in the event the phone lines go down for communication in the event of an emergency.

7) Interpretive Services

The Concessioner must inform the public on many topics throughout all operations, services, and Concession Facilities. Interpretation services give visitors opportunities to connect intellectually and emotional to the significance and meanings inherent in cultural, natural, and historical resources of Kettle Falls.

- a) Each concession employee must be knowledgeable and able to communicate to the general public accurate information about the Kettle Falls area, as well as the Park and its features.
- b) Non-Personal Interpretive Services. The Concessioner must pursue a non-personal interpretive program incorporated into guest-facing materials. This could include interpretive messages on items such as menus, placemats, paper goods, or tent-cards in the restaurant or bar. Guest rooms should also contain interpretive materials.

8) Accessibility

The Concessioner must comply with the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). Newly constructed or renovated facilities must meet accessibility requirements. The Maintenance Plan provides guidance on what facility components are the responsibility of the Park and which components are the responsibility of the Concessioner.

- a) Examples of operational accessibility requirements that the Concessioner must meet include (but are not limited to): providing verbal directions and reading documents aloud when requested, allowing service animals access to facilities used by a guest without any extra charge or conditions, transporting luggage if requested, and training staff in accessible customer service practices).

9) Credit Cards

The Concessioner must accept credit cards including, at a minimum, Discover, MasterCard, Visa, and American Express.

10) Possession of Firearms

- a) The Concessioner is responsible for determining how it will implement state and Federal firearm possession laws regarding its visitors. The Concessioner should consult the Minnesota state attorney general's office about relevant state firearms laws.
- b) The Concessioner must provide the Service its written policy detailing how it will implement these laws regarding its operation for review and approval according to the Summary of Initial and Recurring

Due Dates at the end of this Operating Plan. The policy should also include a plan for management of public firearm possession in regard to concession activities.

- c) Concessioner employees may not possess firearms while on duty. The Superintendent 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.

11) Lost and Found

Any lost items turned into the Concessioner or found by concession employees must be turned into the closest visitor center within seven days, together with the following information: where the item was found, by whom, and date found. Concession employees must direct visitors who have lost or found items to the visitor center for reporting, if they are not able to help the visitor. Area employees, volunteers, and Concession employees may not claim lost and found items unless the items are theirs.

12) Visitor Comments

The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system within 120 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. Service approval must be obtained prior to use of the system. 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>. 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. A copy of the complaint and the Concessioner's response must be submitted to the Chief Ranger within five days of response.
- 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 pertain to 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 with the Monthly Operations Reports by the 15th of the month following receipt, and the annual report is due on January 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 piloted 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. If applicable, the Concessioner must also submit within 14 days of receipt, a copy of any customer satisfaction data collected by third parties on behalf of the Concessioner including any statistical analysis of this data.

13) Opening/Closing of Concession Facilities

- a) The Concessioner will conduct a closing and opening inspection to ensure standards are met before closing for the winter and before opening for visitors in the spring. Reference the Maintenance Plan for guidance on opening/closing responsibilities for both the Service and the Concessioner.
- b) The Concessioner will develop written procedures and standards for inspecting facilities during opening and closing processes and make them available to the Service upon request.

14) Vending (authorized)

- a) Vending and/or ice machines, should the concessioner elect to utilize them, will be illuminated in

accordance with NPS night sky guidelines and policies.

- b) Vending machine fronts may not advertise a specific product or brand but should be of a design and color which complements the aesthetics of the Area. Alcoholic beverage sales are not permitted to be conducted through vending machines.
- c) All locations of machines will be approved by the Service prior to placement. The appearance of all vending machines must be appropriate to the area's natural and cultural landscape, and relevant to the historic setting of the Kettle Falls facilities in which they are placed.
- d) Vending machines must be clean, properly stocked, and in good working condition.
- e) The Concessioner must have a printed sign on each machine informing visitors where they may obtain a refund in the event of a malfunction.
- f) If the machines are winterized prior to season end, a printed sign must be placed on each machine indicating that they have been winterized.
- g) Vending machines should have energy-conserving equipment such as passive infrared sensors that turn off lights or regulate the internal temperature. No machines may exceed or place detrimental strain on any utility that supplies them. No vending machines may exceed or place detrimental strain on any utility that supplies them.

15) Grab & Go Food Services (authorized)

- a) Grab & Go food services, if the Concessioner elects to offer this service, the Concessioner will adhere to all requirements outlined in the "Food and Beverage" sections of this Operating Plan (See Section 3: Specific Operating Standards and Requirements—Food and Beverage).
- b) All locations of Grab & Go counters, cabinets, or other will be approved by the Service prior to placement. Grab & Go appliances may not be placed in locations that hinder the flow of customers. The appearance of all Grab & Go food counters must be appropriate to the area's natural and cultural landscape, and relevant to the historic setting of the Kettle Falls facilities in which they are placed.
- c) Grab & Go appliances may not exceed or place detrimental strain on any utility that supplies them.
- d) Soft Beverages and water are authorized for sale in Grab & Go counters. Alcoholic beverages are not permitted.
- e) Payment stations for Grab & Go appliances, if separate from pay stations of other food and beverage options, must be operational and placed in a manner that does not hinder the flow of customers.
- f) Food containers in Grab & Go appliances must be disposable and may not be made from Styrofoam. Compostable and other eco-friendly packaging is preferred.
- g) If Concessioner installs Grab & Go counters, then Concessioner must also add additional garbage and recycling receptacles throughout the Area (placement subject to Service approval).
 - i) Additional garbage and recycling receptacles must be placed in high-traffic areas (location and appearance subject to Service approval before placement) to accommodate the higher amount of disposable packaging built into Grab & Go stations.
 - ii) All outdoor garbage and recycling receptacles must match NPS standards for garbage and recycling containers and must be bear-proof.

16) Vessels, Vehicles, and Golf Carts

- a) **Licensing, Insurance, Maintenance and Registration:** The Concessioner must properly register, license, ensure, and maintain, in accordance with all Applicable Laws, all Concessioner vehicular equipment and vessels used to perform services under the Contract.
- b) **Identification:** The Concessioner must identify its vessels and vehicles with the Concessioner name and logo.
- c) **Maintenance:** All vehicles/vessels must be checked weekly to ensure they are free of leaks and in good operating order.

- d) Golf carts must only be used on established trails and not driven over lawns.
- e) **Parking:** Golf carts must only be parked on the east side of the Hotel, and near the fueling stations on both the Rainy and Namakan sides.

17) Interaction with Wildlife

The Service prohibits feeding and harassing of wildlife within all units of the National Park System.

- a) The Concessioner must neither encourage, nor inadvertently facilitate, the feeding of wildlife at any facility within its land assignment by displaying food, such as popcorn and bread, in a manner that may imply approval of the feeding of wildlife.
- b) The Concessioner must completely control and contain all food supplies and waste materials and containers, within the Concession Facilities to avoid attracting wildlife.
- c) The Concessioner must develop and display signs that discourage littering and feeding of wildlife and warn people of the risks associated with such activity. Signs must use symbols and pictures to convey the message.
- d) All exterior garbage and recycling receptacles installed by the Concessioner must have locations approved by the NPS prior to installation, and all receptacles must be bear-proof.

18) External Regulatory Agencies

Any notices of violation, requests for corrective action, or any other type of performance or non-performance notices from external regulatory agencies must be submitted to the Service as soon as possible, but not later than ten days after receiving receipt by the Concessioner. External regulatory agencies are any agencies having authority and/or jurisdiction over any facet of the Concession Facilities or operations in the Area.

19) Volunteers in Parks Program

The Concessioner may allow its employees to participate in the Service's Volunteers in Parks (VIP) Program. More information on the Service VIP Program can be found at www.nps.gov/volunteer.

G) Human Resources Management

1) General

- a) **Employee Identification and Appearance:** Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude.
- b) **Identification:** While on duty, all Concessioner employees must wear a personal nametag and identifiable uniform or uniform/standardized clothing.

2) Employee Hiring Procedures

- a) **Staffing Requirements:** The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods. The Concessioner must use its best efforts to recruit qualified staff representative of the local community.
- b) **Driver Requirements:** Drivers of Concessioner-owned and/or concessioner-operated vehicles or vessels will have a valid operator's license for the size and class of vehicle being driven, including vehicles used on the Kettle Falls portage road.
- c) **Boat Drivers:** Operators of any passenger carrying vessel will meet all licensing requirements as determined by the United States Coast Guard (USCG), and must hold a valid USCG six-pack license, at a minimum, if transporting people on the water.
- d) **Drug-Free Environment:** The Concessioner must maintain a drug-free workplace environment. All employees who are in a position where federal or state law requires participation in a drug-testing program, must provide proof of such testing available to the Service upon request. Should any illegal drug or alcohol use occur, it must be immediately reported by the Concessioner to the Chief Ranger.

- e) **Background Checks:** The Concessioner must perform appropriate background checks on all employee hires as appropriate for the position. These may 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 make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Concessioner must inform prospective employees in advance of hire that the Concessioner will make this information available to the Service.
- f) **Terminated Employees:** The Concessioner must transport employees, and their personal property, who have been terminated or arrested out of the Area to a regional transportation hub.
- g) **Ill or Injured Employees:** The Concessioner must transport ill or injured employees to and from a medical facility, when necessary, unless it is a 'life or limb' emergency, in which case they should call 911 to arrange emergency transport which may include a helicopter.
- h) **Service Employees:** The Concessioner must not employ any Service employee without the Superintendent's prior written approval. The Concessioner must not employ a Service employee, their spouse, or a minor child 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 for Concessioner employment of Service employees or family members, including spouse or dependent children, must be in writing and must indicate the nature of the duties of the Service employee and that of the family member, as well as the proposed compensation for the family member.

3) Training

- a) The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Documentation that such training (and any others) has been completed must be provided to the Service upon request.
- b) **Orientation**
 - i) The Concessioner must provide employee orientation and training and must inform employees of Service regulations and requirements that affect their employment and activities while working in the Area.
 - ii) As part of orientation, the Concessioner may request the Service to present Concessions Regulations and Service policies to Concessioner employees and managers.
 - iii) The Concessioner must provide customer service training for employees who have direct visitor contact to ensure employees provide accurate information and behave appropriately.
- c) **Alcohol Server Training.** If the Concessioner chooses to serve alcoholic beverages, the Concessioner must provide the Minnesota Alcohol Server training course to employees dispensing alcoholic beverages.
- d) **Food Sanitation Training:** The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the US Public Health Service Food Code. There must always be a certified Food Service Manager on duty when the restaurant is open.
- e) **Environmental and Risk Management:** The Concessioner must provide appropriate training in environmental and risk management to employees. This training must include, at a minimum, evacuation plans, emergency lighting, Spill Prevention and Response procedures (in accordance with EPA standards at the State and Federal level), and fire reporting procedures. The training also must include at least one fire drill. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan, Environmental Management Plan and as required by Applicable Laws.
- f) **Interpretive Training:** All staff must read the book, "Kettle Falls: Crossroads of History". In addition, an FAQ book must be provided to staff members. Concessioner may request an FAQ book from the NPS for staff reference.

4) Employee Break Area

The Concessioner must provide an area for employees to take a break that is out of sight of the general public.

5) Employee Handbook

The Concessioner must provide all employees with a copy of the Concessioner's employee handbook, which must specifically identify the policies and regulations of the Concessioner and the Service. To assure consistency with all Area rules and regulations, the Concessioner must provide a copy of its employee handbook to the Service according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.

6) Organized Labor Activity

The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

7) Employee Housing, Food Service, and Recreation

a) Employee Housing Standards: See the [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards-and-evaluations-concessions) page for Employee Housing Standards (10-EHO). All standards on the 10- EHO form, except for #4. Parking, apply, as well as the following:

- i)** The Concessioner may charge employees an amount sufficient to cover the cost of providing employee housing services. The Concessioner must develop and implement a written employee housing policy and agreement. The content of the employee housing agreement and employee housing rules and regulations are subject to Service approval. The Concessioner must provide the Service with the housing agreement and employee housing rules and regulations annually according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. If the Concessioner elects to charge for staff housing, the employee housing agreement must specify housing rates, rate determination, employee deposit and refund policies, and assignment policies.
- ii)** The Concessioner must inform employees residing in the Concessioner's employee housing area of Service regulations and policies through employee orientation and official advisories and notices provided by the Concessioner or the Service.
- iii)** The Concessioner must ensure that no pets reside in employee housing, nor can visiting pets remain overnight. Pets visiting for the day with employees are subject to the same pet restrictions as Area visitors which are set forth under the provisions of 36 CFR §2.15 and in the Superintendent's Compendium. Notwithstanding the provisions of 36 CFR §2.15, the Concessioner shall comply with all Applicable Laws regarding the provision of reasonable accommodations for employees with disabilities.
- iv)** The Concessioner must not overcrowd the employee dorm by putting more than two people into each employee housing unit.
- v)** The Concessioner must annually submit for Service approval its rates for employee housing and meal program for all facilities according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The Concessioner must manage its employee housing rental and meal program on a cost-recovery basis and not for profit. The Concessioner must ensure that room and board charges do not exceed earnings because of mandatory work reductions.
- vi)** The Park is pursuing funding and reviewing compliance requirements to potentially develop no more than 3 RV/5th Wheel Trailer sites near the employee housing facility. If these sites are developed, the Concessioner may request approval from the Service to provide RVs or other appropriate equipment at these sites to serve as additional staff housing.
- vii)** The Concessioner must obtain written approval from the Superintendent prior to hooking up any equipment at an RV or Trailer site.

- viii) Prior to giving written permission for the Concessioner to occupy RV site(s), the Park will provide written conditions and standards for using the site(s), including (but not limited to) occupancy limits, utility use and billing, maintenance requirements, evaluation standards, and transportation requirements).

8) Employee Food Service and Recreation

- a) The Concessioner must develop and implement a written employee dining policy, the contents of which are subject to Service approval. The employee dining policy must specify rates for employee meals.
- b) The Concessioner must develop and implement a written employee recreation policy, the contents of which are subject to Service approval, and which may include recreation facilities, opportunities to socialize, and transportation options. The employee recreation policy must designate what rates, if any, would apply to employees and their families to use recreation facilities or attend functions.

A) Public Relations and Providing Area Information

The Concessioner must accurately inform and educate the public on many topics throughout all operations, services, and Concession Facilities, including answering questions, signage and labels on menus and sales merchandise, and marketing.

1) Required Notices

The Concessioner must post the following notices prominently at all Concessioner cash registers and payment areas:

This service is operated by (Concessioner's name), a Concessioner under Contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service. Please address comments to:

Superintendent
Voyageurs National Park
360 Hwy 11 East
International Falls, MN 56649

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.

Complaints of violations of this prohibition should be addressed to the Director, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.

2) Area Knowledge

Employees must demonstrate their knowledge of Area resources to communicate with visitors. At a minimum, Area knowledge must include the basic layout of the Area, location of the Visitor Centers, basic understanding of historical attributes of Kettle Falls (e.g., age of the hotel, historic uses), and general warnings and restrictions intended to ensure visitor safety, such as those related to weather events and wildlife interactions.

3) Informational and Interpretive Materials

- a) **Informational and Interpretive materials:** The Concessioner must provide a wide array of methods for conveying informational and interpretive messages to visitors on Area natural and historic resources. These messages should be incorporated into lodging, retail, and food service facilities through a variety of media, such as menus, in-room information packets, receipts, table cards, and/or comment cards.

- i) Prior to developing new or updated informational materials, the Concessioner must obtain approval from the Service.
 - ii) The Concessioner must submit to the Service for review and approval any new or updated materials according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
- b) **Signs:** All Concessioner-made signs, including interpretive information, must be professionally made, not hand-printed, and kept clean and well-maintained. All signs are subject to Service review and approval.
- c) **Price Markings:** The Concessioner must clearly label all merchandise with the selling price. Identical items may be marked by display area, rather than on each item.
- d) **Origin of Materials:** Pricing labels may not conceal country of origin if foreign-made.

4) Advertisements and Promotional Material

- a) **Approval:** The Concessioner must contact the Service and receive Service approval prior to publication, distribution, broadcast, etc., of all promotional material according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The Service may require the Concessioner to remove all unapproved promotional material.
- b) **Changes:** Brochure changes and layout must be submitted to the Superintendent or designee for review and approval at least 30 days prior to the planned printing date. The Superintendent or designee will make every effort to respond to minor changes to brochures and other texts within 15 days. Longer periods may be required for major projects. The Concessioner must contact the Superintendent 60 days in advance to establish specific timeframes for each project.
- c) **Promotional Material Content:** Unless the Service approves an exception, the Concessioner must restrict promotional material distributed within the Area to services and facilities within the Area.
- d) **Promotional Material Location:** As approved by the Service, the Concessioner may display promotional material at approved locations within Area visitor centers as well as locations within the Concession Facilities and websites.
- e) **Employment advertisements:** When used, advertisements for employment must contain a statement that the company is an equal opportunity employer.
- f) **Statements in Promotional Materials:** Advertisements for the Concessioner must include either the Authorized Concessioner Mark or a statement that the Service and the Department of the Interior authorize the Concessioner to serve the public in the Area.
- g) **Marketing Methods:** The Concessioner must use a variety of marketing tools to reach diverse populations of all ages, including, but not limited to, websites, social media, and paper publications (i.e., brochures, newspaper, etc.).
 - i) The Concessioner must maintain a website, which includes, at a minimum, updated descriptions of its visitor services, rates, policies, a link to the reservations system, and a link to the Area website.
 - ii) The Concessioner must monitor social media pages for offensive postings or inappropriate activities; and remove offensive, inappropriate, or inaccurate postings immediately upon discovery.
- h) **Media Inquiries.** The Concessioner must forward all media inquiries concerning operations within the Area to the Superintendent.

B) Environmental Management Program

1) Standards

The Concessioner must comply with the [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards-and-evaluations-concessions) located on the NPS Commercial Services website.

- a) The Concessioner must develop, document, and implement an Environmental Management Program (EMP) in accordance with Section 6 of the Contract and the Service Environmental Management

Program Standards for Concessioners.

- i) The Concessioner must submit to the Service an initial EMP, as well as annual revisions, according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
 - ii) The Concessioner must submit to the Service a summary of its EMP performance for the previous calendar year according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
- b) Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.

C) Risk Management Program

1) Standards

The Concessioner must develop, maintain, and implement its own documented Risk Management Program (RMP) in accordance with [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards-and-evaluations-concessions) located on the Commercial Services Website.

- a) **RMP Submission Dates:** The Concessioner must submit its initial RMP to the Superintendent according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
- b) **Updates to the RMP:** The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.
- c) **First Response Training:** The Service encourages the Concessioner to train or to allow employees to attend emergency medical training, including CPR and Basic First Aid courses.
 - i) **Safety Representative:** The Concessioner must designate one employee as the safety representative at the beginning of the Contract and update this information as necessary. This person must have the authority to make decisions within the Concession Facilities regarding safety concerns.
- d) **Emergency Evacuation Plan:** The Concessioner must develop and maintain a written Emergency Evacuation Plan in accordance with Applicable Law as part of its Risk Management Program. The Plan must include, at minimum, evacuation procedures for visitors and employees and procedures for safeguarding valuables. The Concessioner must train staff on the execution of the plan.
- e) **Employee Accident/Injury Report:** The Concessioner must provide the Service with an annual summary listing the types of injury/accident employees sustained and employee lost days during the previous calendar year. The report must include a comparison of that year's data to previous years. This report is due according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.

D) Utilities

1) Concessioner Responsibility

- a) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service, including phone, and internet. The Park will bill the Concessioner directly for electricity provided by North Star and Service provided water and wastewater.
- b) The Concessioner must promptly pay for any utility or service, whether provided by governmental authority or independent suppliers.
- c) If the Concessioner is paying the Service for utilities, they must make payments due to the Service either through Pay.gov or electronic funds transfers via the U.S. Treasury Pre-Authorized Debit (PAD).
- d) The Concessioner must not charge visitors a utility add-on.
- e) The Concessioner must consider water and energy efficiency in all facility management practices and integrate water and energy conservations measures whenever feasible.
- f) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals.

2) Service Responsibility

- a) The Service provides electricity, water, and wastewater disposal (sewer) services at the Concession Facilities.
- b) The Service will bill the Concessioner in accordance with Applicable Laws, including without limitation, the NPS's policy, including DO-35B, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service. The Service approved a utility waiver that reduced the utility costs to a previous lower rate. The lower rate excludes upcoming capital improvements which would yield higher rates for water, wastewater and electricity. The Service 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.

	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total Water Rate*	58.09	59.81	61.60	63.47	65.40	67.43	69.52	71.71	73.97	76.33
Total Wastewater Rate*	77.70	79.18	80.71	82.30	83.95	85.67	87.46	89.32	91.26	93.27
Total Electricity Rate**	.19	.20	.20	.21	.22	.22	.23	.24	.25	.26

*rates are per 1000 gallons

**Electricity is per kWh

- c) Nothing in this agreement will prevent the Service from terminating a particular utility service if such service is commercially available and the Service deems it is in the public interest to switch to a commercial utility.

E) Protection and Emergency Services

1) Service Responsibility

- a) **Authority:** The Service has concurrent jurisdiction on all Area lands and facilities including law enforcement, search and rescue, emergency medical services, public health, and structural fire. The Service provides resource, employee and visitor protection and conducts law enforcement patrols of the Area.
- b) **Enforcement:** The Service and/or appropriate local agency will handle all violations of federal, state, county, or Service regulations or policies. The Service may contact state or county officials for assistance in some matters and this will be accomplished through the office of the Chief Ranger or their authorized representative.

2) Concessioner Responsibility

- a) **Authority:** Concessioner-employed security personnel, if hired, have only the authority of private citizens in their interaction with Area visitors and employees. They have no authority to take law enforcement action or to carry firearms while on duty.
- b) **Reporting Criminal Violations:** The Concessioner must implement standard operating procedures that result in the immediate reporting of all suspected and known criminal violations to Park Dispatch at (440) 546-5945 or by dialing 911 if it is an emergency.
- c) **Door Locks:** The Concessioner must routinely maintain and test door locks, including guest room doors, to ensure effectiveness. The Maintenance Plan provides an itemization of specific Concession and Service duties pertaining to locks.

3) Emergency Information

The Concessioner must post emergency contact information in each lodging room and on bulletin boards.

4) Structural Fire Prevention, Protection, and Suppression

- a) Fire Prevention Plan:** The Concessioner must prepare and maintain a Fire Prevention Plan in accordance with 2 CFR §1910.39 and the Area's Structural Fire Management Plan. This plan must be integrated into the Concessioner's Risk Management Program.
- b) Incident Reporting:** The Concessioner is responsible for reporting all structural fires immediately to CUYA dispatch at (440) 546-5945 and by dialing 911 if it is an emergency.
- c) Concessioner Structural Fire Manager:** The Concessioner must designate a Structural Fire Manager who should be named in the Concessioner's Risk Management Program to ensure the Concessioner's compliance with its fire program responsibilities.
- d) Fire System Inspections:** The Concessioner must conduct fire prevention, equipment and system inspection, testing, maintenance, and repairs in conjunction with Concessioner-specific responsibilities outlined in the Maintenance Plan. These must address fire extinguisher requirements under NFPA 10, fire suppression systems (sprinklers) under NFPA 25, fire detection and notification systems (i.e., fire alarms) and other fire suppression systems (e.g., kitchen hoods and computer rooms) under NFPA 72. Inspections must include an occupancy inspection covering building interiors and exteriors prior to opening each season and within 30 days of occupancy for new facilities.
 - i)** The Concessioner must utilize a licensed fire professional for inspection, testing, maintenance, and repair. Licensed fire professionals include fire inspectors, fire protection engineers, or contractors licensed and approved by the state.
 - ii)** Concession employees with adequate education, training, and insurance approved by the Service may conduct weekly/monthly visual inspections.
 - iii)** Inspection records must be submitted to the park's Structural Fire Prevention Coordinator annually prior to opening facilities for public use.
- e) Inspection Records:** The Concessioner must maintain written records verifying the completion of such inspections through the term of the Contract and must provide the records to the Service's Structural Fire Prevention Coordinator after each inspection.
 - i)** The Concessioner must maintain written records verifying the completion of all inspections through the term of the Contract and must provide the records to the Service's Structural Fire Prevention Coordinator after all completed inspections.
- f) Maintenance:** The Concessioner must promptly complete the repair and replacement of fire protection and life safety system components that are found to not be functioning properly during inspections or through other means. Refer to the Maintenance Plan for specific fire suppression and equipment responsibilities for the Concessioner and the Service.
- g) Training and Drills:** The Concessioner must conduct applicable fire prevention awareness training for staff, including fire drills. Fire drills must be conducted with either the Fire Marshall or the Park's Structural Fire Prevention Coordinator present.
 - i)** Training records must be submitted to the park's Structural Fire Prevention Coordinator annually prior to opening facilities for public use.
- h) Extinguisher Training:** The Concessioner must conduct portable fire extinguisher training.
- i) Tampering Prevention:** The Concessioner must employ a "no tolerance" policy toward employees found to have tampered with smoke or fire detectors, fire extinguishers, sprinklers, and other safety equipment.
- j) Emergency Exit Postings:** The Concessioner must post a fire or emergency exit plan in each of the assigned facilities.
- k) Registration:** The Concessioner must register all eligible lodging facilities with the Federal "Fire-Safe-List."

5) Emergency Medical Care

- a) Emergency Response:** The Service provides initial response to emergency medical situations, please

contact Park Dispatch at (440) 546-5945 or 911 if it is life threatening.

- i) The Service and/or appropriate local agencies provide emergency response medical services.
 - ii) Concessioner employees may provide emergency medical care only to the level of their certification.
- b) **First Aid Supplies:** The Concessioner must maintain and resupply basic first aid supplies at all assigned facilities.
 - i) The Service may store an Automatic External Defibrillator for public use and/or a Emergency Medical Technician (EMT) response kit for EMT use at Kettle Falls. The Service will maintain and restock these supplies.
- c) **Training:** An employee certified in standard First Aid, AED, and Cardiopulmonary Resuscitation (CPR) training must be staffed and available on site at Kettle Falls at all times (excluding times when no visitor services are provided, such as pre-opening and post-closing operations).
 - i) The Service encourages the Concessioner to allow all employees to attend emergency medical training, including Emergency Medical Responder courses.

6) Emergency Response Reporting

- a) **Training:** 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).
 - i) Life-threatening emergencies (or unknown status): 911
 - ii) Non-life-threatening emergencies: (440) 546-5945
- b) The Service will investigate all visitors and employee accidents that require medical attention.

4) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that it meets quality standards. The Concessioner must comply with the Service standards and the following requirements. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Service Standards posted on the website.

A) Lodging: Hotel Rooms, Villas, and Employee Housing

1) Standards

The Service considers the Kettle Falls Hotel and the Kettle Falls Villas to be at the basic classification level. See the Commercial Services Website for the Basic (10LGB), Basic Lodging Standards (nps.gov). Staff housing standards may be referenced at the Commercial Services Website for Employee Housing Standards (10 EHO). Additional standards and requirements are below.

2) Number and Types of Rooms

The Concessioner must provide 12 hotel lodging rooms and 10 villa units.

3) Hotel Furnishings

The Concessioner will be responsible for furnishing the Kettle Falls hotel. However, the Service will provide specific personal case items to compliment the furnishings of the hotel, restaurant, lobby, and bar in accordance with the Kettle Falls Historic Furnishing Plan.

- a) **Service-owned items and furnishings:** Service-owned items will be placed and repaired as needed by the Service. The Concessioner must inspect these items during regular operations and inform the Service as quickly as possible when they require maintenance.
- b) **Concessioner-owned items and furnishings:** All Concessioner-owned furnishings must have prior approval by the Superintendent. The furnishings and décor for the hotel must meet the historical theme for the period represented by the hotel as approved by the Superintendent.

- i) The historical theme for furnishing is defined within the Kettle Falls Historic Furnishing Plan, included as Appendix B to the Maintenance Plan.

4) Villa Furnishings

The Concessioner is responsible for furnishing all Villa units. The appearance of villa furnishings is subject to Superintendent approval. Villa furnishings must be appropriate to the area's natural and cultural landscape, and relevant to the historic setting of the area.

5) Employee Housing Furnishings

The Concessioner is responsible for furnishing all staff housing units. The appearance of any staff housing furnishings, if visible to the public (e.g., deck furniture), should be appropriate to the area's natural and cultural landscape, and relevant to the historic setting of the area.

6) Security

- a) **Villas:** Each guest unit door must be equipped with both a primary lock and secondary deadbolt lock.
- b) **Hotel Rooms:** due to the historic nature of the hotel infrastructure at Kettle Falls, no deadbolt locks may be added. Each room must have a functioning primary button-style doorknob lock.
 - i) The Concessioner may propose secondary lock styles to the NPS but must obtain written NPS approval prior to installation (see Maintenance Plan for additional guidance for installations).

7) Facilities and Amenity Information

At a minimum, each hotel room and villa must include information outlining facilities and amenities available in the Area.

8) Electric Amenity for Villa Docks

Concessioner may provide villa guests with either approved shore power receptacles or marine-grade dockside pedestals and charge a reasonable amenity fee for this service. Electric power at villa docks must meet all current Electrical NEC standards. Approval must be given in writing to the Concessioner by the Service prior to any work being performed on electric shore power receptacles or docks at villas.

9) Additional Requirements

- a) **Internet Access:** The Concessioner must provide internet access, at a minimum, in the hotel and bar area, as well as Employee Housing. The Concessioner may charge for this.
- b) **Non-Smoking Requirement:** The Concessioner must inform guests that all facilities are non-smoking in all advertising, at check-in, and on the Concessioner's website.
- c) **Wildlife Safety:** The Concessioner must provide signage and verbal reminders to visitors to not feed wildlife and to not leave unattended food, beverages, or coolers outdoors. If provided, bear lockers should be used.
- d) **Cleaning and Linen Replacement Frequency:** At a minimum, each guest unit must be cleaned thoroughly with complete bed and bath linens changed between stays. The Concessioner must offer the option to multi-night guests of not having their bed sheets and/or towels changed. Fresh linens, towels, and bathroom supplies must be available upon request.

10) Exclusions to Service Specific Operating Standards 10-LGB (hotel and villas):

The Service will NOT evaluate the Concessioner on the following standards:

- a) **Standard 4—Parking:** There are no cars at the site, hence no parking
- b) **Standard 15—Luggage Carts:** Not required in Concession Facilities.
- c) **Standard 17—Elevators:** Not included in Concession Facilities.
- d) **Standards 23-25—Ice/Vending, Coin Laundry, Drinking Fountain:** these items are either optional (and if provided will be evaluated) or not included in the assigned area.
- e) **Standard 68—Telephone Access:** There are no telephones available except at the front desk.

11) Camper Cabins (Contingent Upon Completion)

The Service is pursuing funding to bring no more than four Camper Cabins into compliance with fire code requirements. These requirements must be met prior to use. The Concessioner may not access or use the Camper Cabins without prior written authorization from the Superintendent.

- a) **Conditions:** Prior to giving written permission for the Concessioner to use Camper Cabins, the Park will provide written conditions and standards for using the site(s), including (but not limited to) occupancy limits, utility use and billing, maintenance requirements, cleaning of comfort stations near the Camper Cabin area, and evaluation standards).
- b) **Standards:** If the Camper Cabins become approved for overnight occupation, they will be considered to be at the Rustic level. See the Commercial Services Website for the Basic (10-LGB), [Basic Lodging Standards \(nps.gov\)](#), and the Rustic (10-LGR) [Rustic Lodging Standards](#).
- c) **Furnishing:** If the Camper Cabins become approved for overnight occupation, the Concessioner will be responsible for all furnishing. Furnishings should be appropriate to the area's natural and cultural landscape, and relevant to the historic setting of the area.
- d) **Additional Requirements.** If the Camper Cabins become approved for overnight occupation, the Concessioner must meet the additional requirements below in addition to the Basic Lodging Standards:
 - i) The Concessioner must inform guests that all facilities are non-smoking in all advertising, at check-in, and on the Concessioner's website.
 - ii) The Concessioner must provide signage and verbal reminders to visitors to not feed wildlife and to not leave unattended food, beverages, or coolers outdoors. If provided, bear lockers should be used.
 - iii) At a minimum, each guest unit must be cleaned thoroughly with complete bed and bath linens changed between stays. The Concessioner must offer the option to multi-night guests of not having their bed sheets and/or towels changed. Fresh linens, towels, and bathroom supplies must be available upon request.

e) Exclusions to Service Specific Operating Standards 10-LGR (camper cabins)

If the Camper Cabins become approved for overnight occupation, the Service will NOT evaluate the Concessioner on the following standards:

- i) Standard 4 - Parking. There are no cars at the site, hence no parking
- ii) Standard 9 - Site Utilities, Equipment, and Delivery Area. None of these exist where the camper cabins are located.
- iii) Standards 13-37 - All of these are evaluated as part of 10-LGB
- iv) Standard 55 - Kitchenettes. There are no kitchenettes
- v) Standards 58-60; 62,63,65-67 - these are all associated with bathrooms with running water which are not present here.
- vi) Standards 70-87 - These are evaluated as part of 10-LGB.

B) Food and Beverage**1) Food and Beverage Service Standards**

See the Commercial Services Website for the Food and Beverage (Family Casual) Standards (10-FBF), [Family Casual F&B Standards \(nps.gov\)](#). Additional standards and requirements are below.

- a) **Seating:** The Concessioner must provide no more than 40 seats inside the Kettle Falls Restaurant dining room. Additional seating may be provided in the dining section of the porch.

- b) **Host Area and Reservations:** The Concessioner must provide an efficient queuing system for guests waiting for a table.
- c) **Menu:** The Concession must offer family friendly dining. The Concessioner must offer a range of hot and cold meals, at a variety of price points, accommodating a wide variety of visitors, including light eaters, vegetarians, healthy choices, vegans, children and those with medical restrictions. Portion size/weight of entrée meats will be listed on the menu (i.e. 8 oz steak).
- d) **Off-Site Alcohol Sales:** Retail and off-site alcoholic beverage sales are prohibited. Misuse and control of alcoholic beverage purchased by area guests will be strictly enforced and monitored by the Concessioner.
- e) **Carryout:** The Concessioner must offer menu items for carryout by request at no additional charge.
 - i) The Concessioner must use environmentally friendly carryout containers. Styrofoam must not be used.
- a) **Liquor laws (if selling alcoholic beverages):** The Concessioner must a minimum of one full-time manager who is knowledgeable of the Minnesota laws regarding the purchase, serving and selling of alcoholic beverages.
- b) **Public Restrooms:** At a minimum, public restrooms must be cleaned once daily, twice daily during peak season, or as many times as is necessary to maintain a clean and sanitary restroom.

2) General Food and Beverage Requirements

- a) **Public Health:** All food preparation, storage, transportation, and dishwashing must conform to the most recent edition of the Food Code as published by the U.S. Food and Drug Administration.
- b) **Food Safety Plan.** The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a formal Food Safety Plan that covers safe food storage, handling, and preparation. The Concessioner must provide its initial Food Safety Plan to the Service according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
- c) **Food Safety Certification.** The manager of the kitchen must hold certification as a ServSafe Food Protection Manager by the National Restaurant Association or equivalent. Employees preparing and handling food must have appropriate food-handlers training.
- d) **Allergens.** The Concessioner must notify guests of potential contamination linked to common allergies, including but not limited to peanuts, seafood, milk, and wheat. The Concessioner must have available the ingredient list for all menu items.

3) Menu Development and Food Products Served

- a) **Core Menu:** The Concessioner must submit its draft core menu in writing to the Service for Service approval according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The Service will provide a written response within 30 days of the submittal.
- b) **Food Choice:** The Concessioner must comply with the NPS Healthy Food Choice Standards and is encouraged to comply with Sustainable Food Choice Guidelines. Information about these programs is available at [Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/concessions)

4) Menu Display

Hand-held menus and menu boards must be simple, easy to read, and uncluttered. Healthy food choices must be marked with a recognizable symbol.

- a) **Product Availability:** The Concessioner must ensure the availability of items listed on menus and menu boards during the entire serving period. Specials may have limited availability.
- b) **Quality:** The Concessioner must serve food of the freshest and highest quality appropriate for the type and level of service.
- c) **Food Service and Presentation:**

- i) Table servers must explain preparation and ingredients for menu items on request.
- ii) The Concessioner must serve food at appropriate temperatures and display it appropriately for the classification of service.
- iii) The Concessioner must minimize packaging and must not use Styrofoam.
- iv) The Concessioner must serve tap water only on request as a water conservation practice.

5) **Grab & Go Food Services (authorized service)**

All food and beverages offered in Grab & Go appliances must follow the same preparation, storage, and service standards as those of other food & beverage services outlined in this plan.

- a) **Appearance and Energy Use:** appliances must be of a design that is appropriate with the cultural/historical resources of the Kettle Falls area and may not strain or exceed the electrical utility infrastructure that powers them.
 - i) Individual machines must be reviewed and approved in writing by the park superintendent and the park's maintenance chief prior to installation.
- b) **Prep Counters:** if used, public-facing prep counters must have clean and well-maintained surface guards.
- c) **Trays and Bussing:** a sufficient number of trays must be present, and bus service for trays must be sufficient to avoid trays cluttering areas of the hotel and/or the grounds.
- d) **Display Organization:** condiment and/or silverware displays, if separate from the Grab & Go appliances, must be in an area that does not hinder customer flow. Condiments and silverware displays must be clean, well maintained, and kept at appropriate temperatures.
- e) **Beverage Requirements:** if beverages are offered at Grab & Go appliances, at least one diet and one non-carbonated drink must be available. Core menu items should be present and correctly priced.
 - i) Alcoholic beverage sales are not permitted through Grab & Go appliances.

6) **Vending Machine Sales (authorized service)**

- a) **Location:** All vending machines must be placed in locations approved in writing by the Superintendent.
- b) **Appearance and Energy Use:** Machines must be of a design that is appropriate with the cultural/historical resources of the Kettle Falls area, and may not strain or exceed the electrical utility infrastructure that powers them.
 - i) Individual machines must be reviewed and approved in writing by the park superintendent and the park's maintenance chief prior to installation.
- c) **Maintenance and Operation:** The Concessioner is responsible for the installation, stocking, and maintenance of all vending machines.
- d) **Approved Items:** Vending machines may contain beverages, food, and ice for sale. Other items may be permitted with prior written approval from the NPS.

7) **Exclusions to Service Specific Operating Standards Family Casual 10-FBF**

- a) **Standard 1-14:** The exterior of the Lodge is evaluated on the Lodging PE.
- b) **Standard 27:** Carbon Monoxide Detectors are not applicable.

C) **Retail (Required Service)**

1) **Retail Standards**

See [Retail Standards \(nps.gov\)](#) (10-RET). Additional standards and requirements are below.

2) **Merchandise Plan**

The Concessioner must develop and implement a Gift Merchandise Plan that reflects the Area's

interpretive themes and incorporates it into the operation of all merchandise areas.

- a) The Plan must incorporate environmentally preferable purchasing and environmentally preferred products that the Concessioner will sell to Area visitors.
- b) The Plan must integrate pollution prevention and waste-reduction objectives and strategies. The Plan must be submitted to the Superintendent no later than 120 days after the effective date of the Contract.
- c) The plan must be updated annually and submitted to the Service by March 1st of each year.

3) Display Standards

The Concessioner must meet the following display standards:

- a) **Relevance to Information:** attach, wherever possible and appropriate, informational tags to items offered for sale to show its relationship to Area themes.
- b) **Relevance and Authenticity:** seek handcraft items representing Area and regional themes, including crafts by local and Native American artists.
 - i) Some handcrafts offered for sale must focus specifically on the Native American tribes indigenous to the region and the Area.
 - ii) Items of Area interpretive value and general value in natural and cultural education must be prominently displayed.
- c) **Convenience Items:** carry a selection of clothing and other items (e.g., toothpaste, soap, bug repellent, life jackets, aspirin) to meet the needs of visitors who may have forgotten items or need emergency replacements.
 - i) The intent of this visitor service is to provide an appropriate selection of items that represents a range of price and quality levels.
- d) **Domestically Produced Items:** If there are items which are Made in the USA, they should be identified.
 - i) The Service considers "Made in USA" to meet the Federal Trade Commission (FTC) requirement that "all or virtually all" the product has been made in the USA, i.e., all significant parts, processing and labor that go into the product must be of U.S. origin. Made in USA products should not contain any-or only negligible-foreign content.

4) Prohibited Merchandise

a) **Disallowed Retail Items:** The Concessioner must **not** sell:

- i) Articles that persons of normal taste or sensitivity might consider obscene, offensive, profane, or items that reflect a lack of concern for the environment or a culture, or items of religious overtones.
- ii) Archaeological specimens or objects of American Indian origin over 100 years old, regardless of their origin.
- iii) Plant materials and other natural materials from Service units.
- iv) Fossils, petrified wood, or other earth products (such as stalagmites and stalactites or other speleothems).
- v) Animal skins or parts of animals obtained illegally or from threatened and/or endangered species. These items also may not be incorporated into merchandise or used in displays.
- vi) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
- vii) Merchandise that is subject to spoilage and has exceeded the producer's specific "Do not sell after" date.
- viii) Items that may, by their nature, encourage violation of Service and Area regulations, i.e.

collecting kits, peanuts, birdseed, wildflower or plant seeds, etc.

- ix) Gifts and souvenirs which are commonly found outside the Area that do not relate to identified Voyageurs themes.
- x) Toy firearms.
- xi) Items that contain inaccurate or misleading information.
- b) **Service Discretion:** The Service may exercise discretion to determine that certain items may be inappropriate and unacceptable for sale and request that such items be removed.
- c) **Native American Arts and Crafts:** The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of United States and Native American handicraft items in accordance with Service policy. These records must provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Superintendent, certification of authenticity of all handicraft items for which it claims exception to franchise fee.
 - i) The Concessioner must also comply with the "Indian Arts and Crafts Act (Act) of 1990" (P.L 101-644), as amended, which states that it is unlawful to offer or display for sale or sell any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian or Indian tribe or Indian arts and crafts organization, resident within the United States.
- d) **Convenience Store Items:** The Concessioner must carry a selection of visitor convenience items to meet the needs of visitors.

D) Rental Motorboats (Required Service) and Rental Paddle Craft (Authorized Service)

All rental vessels provided by the Concessioner are subject to Service approval. The Concessioner must follow the Department of Transportation's Passenger Vessel Safety Act of 1993, including any amendments. All boats rented for visitor use must be equipped as required by the USCG rules and regulations as provided for in 33 CFR §173-175 and 36 CFR §3.

1) Standards

See [Boat Rental Standards \(nps.gov\)](https://www.nps.gov/10-BOA) (10-BOA). Additional standards and requirements are below.

2) Rental vessel parking

All rental vessels must be parked in the slips identified for rental vessel parking.

3) Marine Band Radio

All rental motor vessels must be equipped with a working marine band radio or have portable marine band radios included in their rental equipment package.

4) Safety Equipment

All rental boats must be equipped, at a minimum, with the following: working PFDs appropriate for the weight of all passengers, current registration, a throwable type IV, a bailing device, and at least two serviceable lines. In addition to this equipment, motorboats must also contain an extra paddle, an operating horn, working navigation lights, a working anchor light, a kill switch, a marine band radio, and any other equipment required by the USCG.

- a) If customers will be allowed to take rental craft across the international border, Concessioner must check regulations for boats operating in Canadian waters and ensure all rental vessels include equipment required by Canadian law.

5) Vessel Inspections

The Concessioner must inspect all vessels at the beginning of the season, and prior to each rental to ensure proper safety equipment is available to the renters in compliance with USCG requirements. The Concessioner must maintain written records verifying the completion of such inspections and make those records available to the Service upon request.

6) Spill Prevention and Maintenance

Motors must be pulled from the water at the first sign of a fuel or oil leak. Spills must be responded to in conjunction with the approved procedures in the concessioner's Environmental Management Plan. All vessels requiring maintenance that could result in fluid leaks must be repaired at a location that the Service has approved, to prevent damage to environmental or historic resources (e.g., asset 18517: Namakan Garage).

7) Storage

Rental boats, including canoes, kayaks and stand-up paddleboards, must be stored in such a manner that they do not impede traffic flow.

8) Personal Flotation Devices (PFDs)

The Concessioner will develop and implement procedures regarding life vests and to be integrated into their Risk Management Program. Procedures must include:

- a) Identification:** PFDs must be clearly marked with the Concessioner's business name.
- b) Standards:** All PFDs must be United States Coast Guard approved, and in safe and serviceable condition.
- c) Regulations:** The Concessioner is required to comply with all state and federal regulations for PFDs.
- d) Storage:** Adult and child PFDs must be segregated for easy retrieval.
- e) Appropriate Sizes:** There must be an appropriately sized PFD for each child on board the vessel.
- f) Inventory:** The inclusion of a pre-departure checklist to ensure that no vessel leaves the dock without appropriate PFDs.

9) Instruction and Preparation

The Concessioner must provide all rental vessel customers with hands-on instructions in the operation of the vessel and proper use of all equipment, as well as an overview of Service and State regulations.

- a) Paddle Craft Renter Information:** Paddle craft renters must be informed that the rental vessels are not permitted on Interior park lakes (e.g., Beast, Ek, Cruiser). This information must also be included in the rental agreement.
- b) Forecasting:** The Concessioner must provide renters information about Area environmental conditions, as well as lake maps which describe the limitations as to where it is appropriate to use Concessioner boats.
- c) Contact Information:** The Concessioner must provide renters information on what to do if conditions change (fog, storms, wind) and how to request assistance, if needed.
- d) Training:** The Concessioner must offer renters basic instruction on how to start and run the motor, use oars or paddles, perform basic paddle strokes if customers are renting paddle craft, perform self-rescue basics for paddle craft renters, weather forecast information, and safety and resource protection information.

10) Prohibited Watercraft

Personal watercraft (e.g., Jet skis) may not be rented.

11) Standards for Motors

All engines must be 4-stroke motors.

12) Exclusions to Boat Rental Standards (10-BOA)

- a) 1-24, Rental Facility Exterior, Public Areas-Interior, Safety:** these are evaluated as part of the Lodge evaluation.

E) Marina Services (Required Service)

1) Standards

See [Marina Standards \(nps.gov\)](https://www.nps.gov/marina-standards) (10-MAR). Additional standards and requirements are below.

2) Electric and water on docks

The Concession may only provide electric on villa docks through the use of shore power receptacles or marine grade pedestals that conform to current National Electric Codes. Extension cords or hoses that do not meet current Electrical NEC standards and/or safe marine operating practices are not permitted.

- a) Rainy Lake Marina Docks:** Shore Power receptacles are present on the fueling and boat rental docks at the Rainy Lake marina.
- b) Villa Docks:** Electrical power at villa docks must meet current Electrical NEC standards. If reviewed and approved by the Service, new receptacles must not strain or exceed the capacity of electric utility infrastructure.
- c) Namakan Marina Docks:** The Concessioner may not install shore power receptacles on the Namakan marina docks.
- d) Water Hookups:** water hookups do not currently exist on any docks at Kettle Falls. The Concessioner may not install water hookups.

3) Available Fuels

Gasoline, pre-mixed outboard motor (OBM) fuel, outboard motor oil and other lubricants must be readily available to the boating public.

4) Fuel Pump Requirements

The Concessioner must provide the following at the fuel station:

- a)** A stable floating platform on which personal watercraft can be fueled
- b)** Hose reels for dispensing hoses
- c)** Secondary containment such as pans or tubs for filling gas cans on the dock
- d)** Spill containment equipment

5) Fueling Procedures

The Concessioner will develop, document, and implement standard operating procedures (SOPs) for fuel operations and make them available to the Service upon request. These SOPs will include but are not limited to:

- a) No Smoking Policy:** Concessioner will maintain and enforce a strict No Smoking policy at all times for both staff and customers within at least 25' of any fuel system component.
- b) Fueling Private Vessels:** only Concession employees trained in fueling procedures may fuel vessels. Area visitors are never permitted to fuel their own vessels
- c) Spill Protection:** absorbents must be used to capture fuel from nozzles, fill pipes, and fuel vents during fueling activities. Spill containment equipment will be located in easily accessible locations and labeled for easy identification by both visitors and employees.
- d) Filling Portable Gas Tanks:** the Concessioner must fill portable gas tanks that are less than 12 gallons in volume off of the vessel in secondary containment (such as a tub).

6) Fuel Transport Trailer

- a) Responsibilities:** the Concessioner is responsible for monitoring and operating the fuel transport trailer, and for providing all required spill containment equipment. Repairs and maintenance for the fuel transport trailer will be the responsibility of the Service.
- b) Towing Vehicle:** concessioner must operate and transport the fuel trailer using equipment that is in line with Department of Transportation requirements and weight/towing capacity recommendations.
- c) Spill Containment:** spill containment equipment and for the trailer must adhere to the Park's Spill

Prevention, Control, and Countermeasure (SPCC) plan, as well as state and federal regulations.

- d) **Operation Location:** the Concessioner must not transport fuel anywhere except from the docks to the fuel tanks.
- e) **Standard Operating Procedures:** standard Operating Procedures for using the fuel trailer must be developed and integrated into the Concessioner's Risk Management Program.

7) Concessioner Dock Use

- a) **Dock Spaces:** the Concessioner may utilize dock space for up to 6 rental motorboats at the Rainy Lake docks and up to 3 motorboats at the Namakan docks, plus up to two shuttle boats for guest transportation (Namakan side), and 3 employee boats (Rainy side). If the Concessioner requires more dock space, Concessioner must first obtain written approval from the Service.
- b) **Slip Identification:** the Concessioner will park concession owned boats in properly identified slips.

8) Exclusions to Service Specific Operating Standards Marina Standards (10-MAR)

- a) **1-39, Marina Office-Exterior, Public Areas-Interior, Safety:** evaluated as part of Lodging evaluation.
- b) **26, 27, 28:** These do not exist at Kettle Falls.
- c) **29-39:** There is no shower or laundry facility at the Marina.
- d) **55-69:** These are all the responsibility of the Park.
- e) **98:** There are no night operations.
- f) **101-111:** there is no long-term slip rental.
- g) **120-121, 125, 129-131:** not applicable in this location.

F) Water Taxi Services (Required), plus Delivery, Chase Boat, & Fishing Guide Services (Authorized)

1) Standards

See [Water Ferry Standards \(nps.gov\)](https://www.nps.gov/10-FER) (10-FER). Additional standards and requirements are below.

2) Prohibitions

The Concessioner may not:

- a) Violate any state or federal law related to fish and wildlife.
- b) Knowingly allow or encourage any client or visitor to violate state or federal fish and wildlife laws.
- c) Use any personal watercraft (i.e., jet skis).
- d) Violate any laws or regulations related to vessel use, safety, or registration.
- e) Interfere in the use and enjoyment of park areas by visitors not utilizing the services of the Concessioner.
- f) Transport client equipment Concessioner believes or know to be contaminated with invasive species. Concessioner may request support from the Service in determining invasive species that are already present in park waters (and therefore do not apply to this requirement).
- g) Recover or retrieve vessels or equipment in a manner likely to introduce more than one gallon of petroleum product, coolant, or other hazardous material into the environment.
- h) Smoke at any time when handling fuel.
- i) Clean exterior vessel hulls.

3) Passenger Limits

No more than six (6) passengers will be carried at any one time on Rainy Lake and no more than twelve (12) passengers or the capacity of the boat, whichever is smaller, in the Namakan basin, in accordance with

US Coast Guard regulations.

4) Credential Requirements

Concession employees that serve as water taxi operators, fishing guides, and boat operators who provide commercial services to customers on the water must meet all appropriate federal, state, and Service requirements, including, but not limited to, having an Operator of Uninspected Passenger Vessel (OUPV), also known as a 6-pack license. If the Concessioner is providing assistance to stranded boaters by towing them, the Concession's employee must have both an OUPV license and an "Assistance Towing Endorsement" for their Captain's license.

5) Weather Safety

Concessioner will check the weather forecast before each outing and will not depart on trips if severe thunderstorms, tornadoes, blizzards, or other extreme weather events are forecasted for the travel area.

6) Personal Floatation Devices (PFDs)

Concessioner is required to ensure that a serviceable, well-fitting, and US Coast Guard Approved personal flotation device is readily available for each client.

7) Fuel Transportation

The Concessioner must comply with all state and federal requirements for transportation of gas, diesel, propane, and any other hazardous substance. Any employee transporting hazardous materials must be trained beforehand on the Concessioner's Spill Prevention, Containment, and Control (SPCC) plan each year prior to performing the transportation service.

8) Spill Prevention

The Concessioner must maintain a spill containment kit aboard the supporting vessel at all times when hauling gas, diesel, propane, or any other hazardous substance. The kit shall include absorbent booms, socks, or other products designed to absorb no less than 100 gallons of hazardous substances such as gas or diesel fuel.

9) Spill Response

Should any discharge of vessel fluids occur, the Concessioner must follow the containment procedures outlined in its SPCC plan. If over 5 gallons is spilled, Concessioner must immediately report the discharge to the Chief Ranger, park Dispatch, and any appropriate State agency.

10) Accidents

During the course of any water based activity, concession staff must notify law enforcement staff immediately following any accident (considered reportable by law) or injury (beyond basic first aid) by calling the National Park Service Emergency Dispatch line at (440) 546-5945. All accidents, including near misses, must be reported.

11) Water Taxi Requirements

Water transportation of passengers by the Concessioner is required only for the transport of guests to and from the hotel along the most direct, practicable route. The Concessioner will propose pick-up and drop-off points and times as a part of their rate requests, or according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.

- a) Additional water taxi services (e.g., transporting paying passengers from Kettle Falls to a water-based trailhead for a hiking expeditions, then picking the passengers up later at a prearranged time) is an approved service, but is not required.

12) Fishing Guide Requirements

- a) Concessioner staff engaged in guided fishing shall possess a valid Minnesota fishing license while conducting guided fishing trips, and shall supply the same upon demand to any NPS representative.
- b) Concessioner shall ensure all clients who are engaged in fishing have a valid Minnesota fishing license in possession.
- c) If any food preparation takes place by the Concessioner for clients, applicable elements of the FDA

Food Code and NPS Reference Manual 83A shall be followed, and a food handler certification must be obtained and supplied upon demand.

13) Delivery Services

- a) **Definition:** Delivery services include delivery between Kettle Falls and park campsites, houseboat sites, etc. of items and/or services, including:
 - i) Groceries, beverages (including alcoholic beverages), and ice
 - ii) Propane tanks (for cooking grills, appliances, and systems)
 - iii) Freshwater
 - iv) Firewood
 - v) Cooking/pantry supplies and utensils, paper products, bedding/linen supplies, first aid supplies, fire extinguishers, and lifesaving equipment.
 - vi) Replacement services of lightbulbs for vessel use.
 - vii) Replacement of minor plug-in appliances.
 - viii) Provision of fuel for vessels and gas-powered equipment.
 - ix) Garbage pickup and removal.
 - x) Pumping of blackwater and grey water holding tanks.
- b) **Blackwater Transportation:** If transporting or pumping blackwater, all State and US Coast Guard licenses and guidelines pertaining to handling blackwater/sewage will be maintained and followed.
- c) **Blackwater Disposal:** The Concessioner is not permitted to transport black water from the park to any Concession-assigned facility or other location within the park, nor is the Concessioner permitted to introduce blackwater transported in this manner into any sewage containment system within the park (including those at Kettle Falls). Blackwater must be directly removed from the park and disposed of in accordance with State, Federal, and Local regulations.
- d) **Minimum Age:** Any employee of the Concessioner delivering alcohol must be at least 18 years of age, according to State regulation.

14) Chase Boat Services

- a) **Definition:** Chase boat services include:
 - i) Towing of damaged vessels.
 - ii) Minor repair and maintenance, within park boundaries, of damaged vessels (limited to propeller replacement, battery jump/replacement, checking and adding engine fluids, and minor repair to drive systems).
 - iii) Recovery of sunken or grounded vessels, vehicles, and equipment.
- b) **Resource Protection:** the Concessioner may not recover or repair vessels, vehicles, or equipment in a manner likely to cause excessive damage to vegetation or other park resources.
- c) **Spill Prevention:** the Concessioner may not recover or repair vessels, vehicles, or equipment in a manner that is likely to introduce more than one gallon of petroleum product, coolant, or other hazardous material into the environment.
- d) **Safety Equipment:** Vessels used to provide Chase Boat services must have all required safety equipment aboard, in accordance with Federal and State law.
- e) **Equipment Condition:** Any specialized equipment used to recover sunken or grounded vessels must be inspected by Concessioner to ensure the equipment is in safe, operable condition prior to use.
- f) **Location of Maintenance Services:** Motorboat maintenance that has the potential to discharge fluids will only occur in the Namakan Garage (Asset #18519).

- i) Motorboat maintenance is not permitted within the Area where waste could have contact with stormwater or area lakes.

15) Exclusions to Service Specific Operating Water Ferry Standards (10-FER)

- a) **1-24, Marina Office-Exterior, Public Areas-Interior, Safety:** evaluated as part of the Lodging evaluation.
- b) **25 – 32, Dock Facilities:** Evaluated as part of the Marina evaluation.
- c) **75 – 86, Food and Beverage:** excluded unless Concessioner elects to include these services onboard water taxi vessel.
- d) **87 – 90, Retail:** excluded unless Concessioner elects to include these services onboard water taxi vessel.

G) Mechanical Boat Portage Services (required service)

1) Description of Service

The Concessioner will provide equipment and staff capable of transporting boats up to 25 feet in length over land along the Kettle Falls Namakan Lake - Rainy Lake portage road.

2) Safety

Written operating procedures will be developed to ensure adequate training, equipment familiarity, and operational steps are defined for staff and visitors during the loading, transport and unloading of vessels.

- a) These operating procedures will be submitted to the Service annually. They may be included in the Concessioner's Risk Management Plan.

3) Passengers

The portage vehicle will not be used to transport people unless they are placed in a designated seat of the vessel or vehicle.

4) Equipment Standard

The Concessioner must use vehicles and trailer equipment that meet Department of Transportation requirements and weight/towing capacity recommendations while performing mechanical boat portage services.

H) Interpretation and Education Services (authorized services).

1) Scope

Interpretation and Education Services include the following authorized services: motorized boat tours, north canoe tours, guided paddle trips, and land-based interpretation programs.

2) General Standards for all Interpretation and Education Services

- a) **Description:** Interpretation and Education services may be guide-based or self-led. They give visitors opportunities to learn about the area and/or facilitate valuable connections between visitors and the meaning inherent within the area's resources.
- b) **Accident Reporting:** During the course of any interpretation activity, concession staff must notify law enforcement staff immediately following any accident (considered reportable by law) or injury (beyond basic first aid)_by calling the National Park Service Emergency Dispatch line at (440) 546-5945. All accidents, including near misses, must be reported.
- c) **Water Safety:**
 - i) If any food preparation takes place by the Concessioner for clients, applicable elements of the [FDA Food Code](#) and NPS [Reference Manual 83A](#) shall be followed and a food handler certification must be obtained and supplied upon demand.
 - ii) Vessels used to provide the authorized service must have all required safety equipment aboard in accordance with US Coast Guard requirements.

- iii) The Concessioner must check weather forecasts before departing on trips and will not place themselves or clients at undue risk if severe thunderstorms, high waves, or other hazardous weather forecast during the time of the intended trip.

d) Hiking Safety:

- i) Concessioner must maintain a CPR and first aid certification at minimum and will supply certifications upon demand.
- ii) Concessioner will maintain a basic first aid kit and shall carry it on all hikes exceeding 0.5 miles from the embarkation point.
- iii) Concessioner will keep at least one form of reliable communication such as a marine radio, cellular phone with reliable service at locations traveled, satellite phone, locator beacon, or other communication device on their person at all times while on a hike.
- iv) Concessioner will check the weather forecast before each hike and will not depart on trips if severe thunderstorms, tornadoes, severe winds, or other extreme weather events are forecasted for the travel area.
- v) Guide to client ratio shall not exceed 6 clients to 1 guide during hikes.

e) Hiking Trail Travel and Use:

- i) While hiking the Concessioner will travel on maintained trails and will not go off-trail travel unless unforeseen issues require a deviation from maintained trails. The Concessioner will continue back onto the maintained trail when safe to do so.
- ii) Concessioner will report any observed trail safety or maintenance issues to the Service at their earliest convenience.
- iii) Concessioner may not split larger group into smaller and closely following groups to stay below the 6-client maximum limit during hikes.
- iv) Any split of groups must have their own guide and be no closer than 0.5 miles from any associated hiking group.
- v) Causing excessive damage or trail wear to any vegetation, natural, or cultural resources during hikes is prohibited.
- vi) Concessioner will practice Leave No Trace, good outdoor ethics, including not leaving any garbage or refuse, as well as practicing proper disposal of any human waste.

f) Prohibited Activities: during the course of any interpretation activity, the Concessioner may **not**:

- i) Violate any state or federal law related to fish, wildlife, vessel use, vessel safety, or vessel registration.
- ii) Knowingly allow or encourage any client, customer, or visitor to violate any state or federal law related to fish, wildlife, vessel use, vessel safety, or vessel registration.
- iii) Interfere in the use and enjoyment of park areas by visitors who are not utilizing the services of the Concessioner.
- iv) Use any personal watercraft (e.g., jet ski, wave runner) in the course of providing guided water-based programs.
- v) Hire or use any Service staff member in the course of their official duties to conduct or assist with conducting guided interpretation activities.
- vi) Permit clients, customers, or visitors to allow pets onboard a motorized tour vessel (service animals are permitted).
- vii) Start or end motorized boat tours at any location except marinas based in Kettle Falls. Motorized boat tours of Voyageurs National Park that originate anywhere else inside or outside the park are not permitted without a separate valid Commercial Use Authorization.
- viii) Advertise or use Native American traditional stories (including from Sioux, Ojibwe, member

groups of the Anishinaabe, or other Indigenous cultures) in the course of land or water-based programs without appropriate prior consultation through the park's Tribal Relations and Co-Stewardship Program. This also applies to authentic Native American items used traditionally or in ceremonies, and/or reproductions of such items.

- ix) Remove or relocate any natural, cultural, or historic artifacts encountered during land-based programs.
- x) Conduct any activity that involves disturbing the ground (e.g., exploratory digs).
- xi) Allow program participants to bring dogs or pets into land-based areas that pets are not permitted (including hiking trails and areas within the hotel). Service animals are permitted.
- xii) Knowingly present false or misleading information through interpretation activities, trips, and/or exhibits.

3) Motorized Boat Tours

a) Definition:

- i) Pickup, drop-off, and transport of persons via motorized vessel for the purpose of sightseeing, viewing wildlife, viewing dark skies, learning about park resources or history, visiting destination sites, or similar general touring activities.
- ii) Supplying persons with accurate interpretative information about park resources and history
- iii) Engaging in day hiking activities with clients.
- iv) Supplying basic hiking equipment such as poles, backpacks, water, or store-bought pre-packaged food for use if hiking will occur.
- v) Supplying gas for vessels used for the activity.
- vi) Incidental towing of disabled vessels encountered, provided it does not significantly interfere with the purpose of the trip.

b) **Standards:** Concessioner must abide by standards listed in the [Guided Water Tour Standards \(nps.gov\) \(10-GWT\)](https://www.nps.gov/10-GWT). Additional standards and requirements are below.

c) **Motorboat Capacity:** No more than six (6) persons will be transported in a motorized vessel unless U.S. Coast Guard regulations allow for additional passengers and the vessel in use is rated for the number and weight being transported.

- i) No more than twelve (12) persons will be transported in a motorized vessel regardless of U.S. Coast Guard regulations or vessel capacity allowing more.
- ii) The combined weight of the vessel crew, clients, and any other associated equipment will not exceed the vessel capacity at any time while in transit.

d) **Motorboat Pilot Credentials:** Motorboat pilot(s) must be licensed by the U.S. Coast Guard for operation of "Uninspected" boats ("Six Pack License") at minimum.

- i) Issued Six Pack License must be in possession at all times while operating under approved service and must be produced upon demand by any representative of the Service.
- ii) Concessioner will ensure that a valid Six Pack License is submitted to the Service for every employee that operates a motorized boat tour prior to the time each captain begins operating such tours.

e) **Tour Schedule and Route(s):** Concession-operated motorized boat tour schedules and routes may not overlap with motorized boat tours conducted by the Service.

f) **Planning:** If providing boat based interpretive tours, the Concessioner will draft a Motorized Vessel Interpretation Proposal and submit it to the Service by February 28 annually. The proposal must be approved by the Superintendent prior to taking tour reservations. The proposal will include procedures the Concessioner will use to ensure that the requirements in both this operating plan and *Guided Water Tour Standards (nps.gov) (10-GWT)* are met. The plan will also address the following

elements:

- i) Methods by which passengers will make tour reservations
 - ii) Specific days/times and date ranges each tour will run
 - iii) Proposed routes (both land-based and water-based)
 - iv) List of staff that will provide tours
 - v) Trainings given to tour staff to ensure the interpretive information they provide is accurate
- g) Exclusions to Standards Listed in [Guided Water Tour Standards \(nps.gov\) \(10-GWT\)](#):**
- i) 1 – 11: these are reviewed as part of the Lodging evaluation.
 - ii) 13 – 35: these are reviewed as part of either the Lodging or the Marina evaluations.
 - iii) 39: this is reviewed as part of the Marina evaluation.
 - iv) 41 – 43: these are reviewed as part of the Marina evaluation.
 - v) 74: this is reviewed as part of the Lodging evaluation.
 - vi) 83 – 94: not applicable unless food and/or beverages are to be served aboard the vessel (in which case, these elements will become part of regular periodic evaluations).
 - vii) 95 – 98: not applicable unless retail is to be supplied and purchased aboard the vessel (in which case, these elements will become part of regular periodic evaluations).

4) North Canoe Tours

- a) Definition:** North Canoe Tours are water-based living history interpretation programs that center around the lives and activities of the historic fur traders who passed through parts of what is now Voyageurs National Park. North Canoe Tours traditionally incorporate replicas of historic birch bark North Canoes used by the voyageurs, replicas of historic voyageur uniforms, replicas of historic trade goods, and guided opportunities to experience the methods by which these items were used.
- b) Standards:** The Concessioner must abide by the requirements listed in [Guided Water Float Standards \(nps.gov\) \(10-GWF\)](#). Additional standards and requirements are below.
- c) Planning:** If providing North Canoe tours, the Concessioner will draft a North Canoe Program Proposal and submit it to the Service by May 1 annually. The proposal must be approved by the Superintendent prior to tour reservations being made available to the public. The proposal will include procedures the Concessioner will use to ensure that the requirements in both this Operating Plan and Guided Water Float Standards (nps.gov) (10-GWF) are met. The plan will also include the following elements:
- i) Training records for all North Canoe program staff—including training pertaining to the historic fur trade that is appropriate and accurately pertains to the Kettle Falls region. Concessioner may request training resources from the Service.
 - ii) Formal program outline, including research material sources for developing program content. Concessioner may request a program outline template from the Service.
 - iii) Equipment inventories (e.g., PFDs, paddles, dry bags, costumes)
 - iv) Sample Float Plan
 - v) Proposed days, times, and timeframes that North Canoe programs will occur
 - vi) Standard procedures for loading a North Canoe
 - vii) Baseline conditions for cancelling trips on the water (e.g., wind speeds in excess of 10 MPH, minimum water/air temperatures)
 - viii) Trip cancellation standard operating procedures
 - ix) Standard safety and response procedures if a north canoe capsizes

- x) Plan for retrieving a capsized North Canoe
- xi) Reservation procedures for guests, plus list of expectations that will be communicated to customers upon making a North Canoe program reservation (e.g., minimum age, PFD requirement, minimum number of attendees, minimum physical requirements)
- d) **Safety Training:** In addition to the training standards in 10-GWF, the Concessioner must ensure all North Canoe Program leaders complete 8 hours of comprehensive canoe training specific to North Canoe operation. Training must be documented, signed by the General Manager, and submitted to the Service prior to the start of the first North Canoe program. Training must adhere to Level 3 American Canoe Association (ACA) Coastal Kayaking and Coastal Canoe Instructor standards (or equivalent) and include the following practical assessments. Training should cover the following practical assessments:
 - i) Man overboard drills
 - ii) Water safety
 - iii) Large canoe handling (e.g., paddle strokes, directing crew members)
 - iv) Using a throw rope
 - v) Emergency rescue
- e) **Float Plans:** Each North Canoe program must complete and file a float plan with a responsible party who will remain on shore prior to beginning the program. The responsible party must be informed once the program is complete and must be trained to call Park Dispatch at (440) 546-5945 if the program does not finish at the expected time, and/or if an accident occurs.
- f) **PFDs:** Concessioner must supply appropriately-sized PFDs for each participant, and must ensure that PFDs are fitted correctly and worn at all times when participants are on the water.
- g) **Exclusions to [Guided Water Float Standards \(nps.gov\) \(10-GWF\)](#):**
 - i) 1 – 42: these are reviewed as either part of the Lodging evaluation or the Marina evaluations.
 - ii) 44: North Canoes are not a type of watercraft regulated by the USCG.
 - iii) 45: While vessels must still be registered, valid registration ID and numbers may be kept on file with both the concessioner and the park instead of displayed on the exterior of north canoes in order to provide a higher degree of authenticity for the historic tone of the program.
 - iv) 57: this element is reviewed as part of the Lodging evaluation.
 - v) 61 – 63: not applicable unless overnight North Canoe trips are approved by the superintendent, at which point these elements will be added to the standards.
 - vi) 64 – 65: not applicable unless North Canoe trips with food and/or beverage components are approved by the superintendent, at which point these elements will be added to the standards.

5) Guided Paddle Trips

- a) **Definition:** Guided Paddle trips involve paddle craft such as canoes, kayaks, and stand-up paddle boards. Float trips may vary in length from hours to days and may involve camping and meal services.
- b) **Standards:** the Concessioner must follow standards listed in [Guided Water Float Standards \(nps.gov\) \(10-GWF\)](#). Additional standards and requirements are below.
- c) **Planning:** The Concessioner will draft a Guided Paddle Trip Proposal and submit it to the Service by May 1 annually. The proposal must be approved by the Superintendent prior to tour reservations being made available to the public. The proposal will include procedures the Concessioner will use to ensure that the requirements in both this operating plan and Guided Water Float Standards (nps.gov) (10-GWF) are met. The proposal must also include the following elements:
 - i) Training records for all canoe guide staff—including training pertaining to Voyageurs National Park and to the Kettle Falls region. Concessioner may request training resources from the Service.

- ii) Formal program outline, including research material sources for developing program content. Concessioner may request a program outline template from the Service.
 - iii) Equipment inventories (e.g., PFDs, paddles, dry bags, throw ropes)
 - iv) Sample Float Plan
 - v) Proposed days and times and that paddle trips will occur
 - vi) Methods by which campsites will be reserved for overnight trips (if approved)
 - vii) Baseline conditions for cancelling trips on the water (e.g., wind speeds in excess of 10 MPH, minimum water/air temperatures)
 - viii) Trip cancellation standard operating procedures
 - ix) Standard safety and response procedures if one or more participants capsize
 - x) Plans for handling unexpected foul weather, and a list of emergency supplies that will be provided on each trip.
 - xi) Reservation procedures for guests, plus list of expectations that will be communicated to customers upon making a guided paddle trip reservation (e.g., minimum age, PFD requirement, minimum number of attendees, minimum physical requirements)
- d) Safety Training:** In addition to the training standards in 10-GWF, the Concessioner must ensure all guided paddle trip leads complete 8 hours of comprehensive canoe and/or kayak training (in accord with types of guided paddle craft offered during guided trips). Training must be documented, signed by the General Manager, and submitted to the Service prior to the start of the first guided paddle trip. Training must adhere to Level 3 American Canoe Association (ACA) Coastal Kayaking and Coastal Canoe Instructor standards (or equivalent), and include the following practical assessments:
- i) Man overboard drills for tour leaders,
 - ii) T-rescue drills,
 - iii) Self-rescue drills,
 - iv) Water safety,
 - v) Canoe and/or kayak handling (e.g., paddle strokes),
 - vi) Towing other canoes and/or kayaks,
 - vii) Using a throw rope, and
 - viii) Emergency rescue procedures
- e) PFDs:** Concessioner must supply appropriately-sized PFDs for each participant, and must ensure that PFDs are fitted correctly and worn at all times when participants are on the water.
- f) Float Plans:** Each paddle trip must complete and file a float plan with a responsible party who will remain on shore prior to beginning the program. The responsible party must be informed once the program is complete and must be trained to call Park Dispatch at (440) 546-5945 in the event that the program does not finish at the expected time, and/or if an accident occurs.
- g) Interior Lakes:** guided paddle trips may not portage paddle craft from Rainy, Namakan, Kabetogama, and/or Sand Point Lakes into any Voyageurs interior lake at any time. If Concessioner wishes to guide participants into any backcountry interior lake, Concessioner may do so by applying for a backcountry site and/or paddle craft using the park's Boats on Interior Lakes program.

6) Land Based Interpretation Programs

- a) Description:** Land based interpretation programs provide customers with experiences that give them opportunities to connect with the tangible and intangible meanings inherent in the resources of Kettle Falls. The programs may be guided or self-led, and either mobile (e.g., guided hikes) or stationary (e.g., story hours).

- b) **Standards:** See [Guided Land Tour Standards \(nps.gov\) \(10-GLA\)](#). Additional standards and requirements are below.
- c) **Planning:** The Concessioner will draft a Land Based Interpretation Program Proposal and submit it to the Service by February 28 annually. The proposal must be approved by the Superintendent prior to tour reservations being made available to the public. The proposal will include procedures the concessioner will use to ensure that the requirements in both this operating plan and *Guided Land Tour Standards (nps.gov) (10-GLA)* are met. The proposal will also include the following elements:
 - i) Days, times, and date ranges that land-based programs would be offered.
 - ii) Locations and routes for all land-based programs.
 - iii) Titles and topics of programs.
 - iv) Whether any programs will include food, beverage, or vehicle (i.e., golf cart) use.
 - v) Training resources for program staff (i.e., titles of books about regional history, natural resources).
 - vi) Draft safety checklist for each program lead.
 - vii) Standard Operating Procedures for common outdoor program challenges (e.g., ticks, injuries, inclement weather).
- d) **Weather Safety:** the Concessioner will check weather forecasts before departing on guided land-based trips and will not place themselves or clients at undue risk if thunderstorms or other hazardous weather are forecast during the time of the intended trip.
- e) **Exclusions to Guided Land Tour Standards (10-GLA):**
 - i) 1 – 25: these elements are reviewed as part of the Lodging evaluation.
 - ii) 28 – 41: these elements are reviewed as part of the Lodging evaluation.
 - iii) 42 – 57: these elements only pertain to vehicle-based tours. If vehicle-based tours are included in the Concessioner's land-based program proposal and become approved by the Superintendent, elements 42 – 57 will be added to the regular standards for these programs.
 - iv) 68 – 70: these elements only pertain to overnight outdoor tours. If overnight guided tours are included in the Concessioner's annual land-based program proposal and become approved by the Superintendent, elements 68-70 will be added to the regular standards for these programs.
 - v) 71 – 72: these elements only pertain to land-based tours that include food and/or beverage services. If food/beverage services are included in the Concessioner's annual land-based interpretation program proposal and become approved by the Superintendent, elements 71-72 will be added to the regular standards for these programs.
 - vi) 78: this element only pertains to vehicle-based tours. If vehicle-based tours are included in the Concessioner's land-based program proposal and become approved by the Superintendent, element 78 will be added to the regular standards for these programs.
- l) **Entertainment, Wellness Activities, and Lodging Amenities (authorized services)**
 - 1) **Lawn Games and Self-Guided Activities**
 - a) **Description:** interactive outdoor games (e.g., Kubb, horseshoes, bocce ball, corn hole, outdoor checkers) and self-guided activities (e.g., self-guided tours, fish-from-shore kits) are approved, for the purpose of enhancing visitors' enjoyment of the site, encouraging friendly interactions, and promoting wellness.
 - b) **Standards:** Lawn games must be appropriate and in accord with the environmental and cultural landscape of Kettle Falls.
 - c) **Safety:** Lawn games—particularly those that involve throwing any object—must be located in areas a safe distance away from roads, walkways, buildings, and areas where visitors typically gather for other purposes (e.g., picnic areas). Lawn games must not be used in a manner that is likely to injure visitors

or cause damage to any facilities.

- d) Property Responsibility:** Equipment for lawn games is the property and responsibility of the Concessioner.
- e) Service Discretion:** The Service may require lawn games and/or related equipment to be relocated or removed if they do not meet the requirements of this Operating Plan.
- f) Storage:** To prevent tripping injuries and encourage cleanliness of the site, lawn game equipment must be collected before nightfall and stored in an appropriate location.
- g) Self-Guided Tours:** Self-guided tours, if offered, must include accurate information. Using electronic guide and/or laminated, reusable guidebooks is recommended instead of disposable brochures.
- h) Fish-From-Shore Kits:** Fish-From-Shore kits, if used, must be provided in accordance with [NPS Fishing Standards](#) (10-FIS). Fish-From-Shore kits may only be offered to customers with a valid MN State fishing license, and equipment must meet annual standards set by the DNR.
- i) Prohibited Activities:** the Concessioner may **not**:
 - i)** Offer games or activities that are disruptive of the natural soundscape, dark night sky resources, wildlife, activities of other visitors, or the atmosphere of peace and relaxation inherent to the Kettle Falls cultural landscape.
 - ii)** Offer equipment or games that enable or encourage participants to violate Federal, State, or local laws or regulations (including, but not limited to, the Superintendent's Compendium).
 - iii)** Provide games or equipment that includes weapons and/or equipment likely to cause injury or property damage if accidents or mishaps occur (e.g., ax throwing, archery, baseball).
 - iv)** Provide or advertise games or equipment likely to encourage litter (e.g., water balloons).
 - v)** Offer or use portable fire rings.
 - vi)** Use equipment for games or activities that may introduce nonnative species into the park (e.g., bean bags filled with corn, seeds, or rice).
 - vii)** Provide games, equipment, or activities that require digging, altering the ground, or disturbing topsoil (e.g., croquet, any equipment that requires ground stakes, lawn paint).
 - viii)** Use equipment for games or activities that could cause damage to natural resources or structures (e.g., slack lines, rope swings, hammocks secured to trees or building components).
 - ix)** Provide badges or hold "swear-in" ceremonies for visitors participating in the park's official Junior Ranger program. The Concessioner is encouraged to provide Jr. Ranger books supplied by the park but must direct participants to rangers or visitor centers for badges.

2) Lodging Amenity and Wellness Services

- a) Description:** Lodging amenity and wellness services (e.g., massage services, guided forest bathing experiences) may be provided on an individual customer basis or as part of a lodging package.
- b) Planning:** Concessioner will submit a list of proposed lodging amenity and wellness services to the Service (if applicable) no later than March 15 annually. The list should include the types of services proposed, and the locations and dates that the proposed services would be offered.
- c) Standards for Outdoor Wellness Services:** Outdoor wellness services must occur in locations that are safe, open to the public, and activities may not be disruptive of the natural soundscape, dark night sky resources, wildlife, activities of other visitors, or the atmosphere of peace and relaxation inherent to the Kettle Falls cultural landscape.
- d) Standards for Massage Services:** If massage services will be offered, they must be in accordance with the standards outlined in [NPS Thermal Water Facility Standards \(10-THW\)](#) elements 46 – 60 (Massage Therapy Standards). All applicable national, state and local licenses and certifications for massage staff must be provided to the Service prior to any massage service being offered.

3) Special Events and Private Functions

- a) **Description:** The Concessioner may offer special events to the public designed to encourage and spread visitation throughout the operating season, and target periods of low projected occupancy. Private functions—such as conferences, educational activities, weddings, reunions or other milestone events—may also be organized and marketed by the Concessioner.
- b) **Notice:** Concessioner will send notice to the NPS in writing no less than 3 weeks in advance of hosting a private function consisting of 20 or more participants. Contents of notice will include the number of participants expected, transportation and docking arrangements, location(s) to be allocated to participants, and duration of the function.
- c) **Continuation of Required Services:** Concessioner must continue to provide all required services (including food and beverage services, portages, marine service, general store operations, and lodging services) to the public at satisfactory customer service levels notwithstanding the occurrence of any special event or private function that is simultaneously being prepared, hosted, or dismantled.
- d) **Waste Removal:** All trash, refuse, or waste generated as a result of the private function is the responsibility of the Concessioner to remove.
- e) **Allocation of Space for Private Functions:** The Concessioner must manage the allocation of special events and group functions in Concession Facilities to not unduly interfere with the use and enjoyment of the Area or Concession Facilities by the visiting public. The Concessioner is limited to the following specific spaces within the Concession Facilities for special events or private functions.
 - i) Kettle Falls Hotel rooms: up to three separate rooms at one time, with the remaining rooms left available for public reservations.
 - ii) Villas: up to six villa units at one time, with the remaining units left available for public reservations.
 - iii) Marinas: up to six dock spaces at the Namakan marina, and up to eight dock spaces at the Rainy marina, with the remaining dock spaces to remain available for public use and other approved uses (i.e., boat rentals).
 - iv) Designated Houseboat Mooring Areas: one houseboat mooring space on Namakan Lake and one houseboat mooring space on Rainy Lake. The remaining houseboat mooring spaces are to remain available for first-come-first-served public use.
 - v) Dining and Beverages: As long as the general public is not displaced, special events, banquets, and private functions can be hosted in the restaurant and bar consistent with the specific standards addressed in this Operating Plan under Food and Beverage Services.
- f) **Prohibitions:**
 - i) The Concessioner may not host private events or special functions that enable or encourage participants to violate Federal, State, or local laws or regulations (including, but not limited to, the Superintendent's Compendium).
 - ii) No special event or private function may allow for exclusive use of any location or service regularly accessible to the public. Park visitors may not be harassed or asked to leave any public area to facilitate the event.
 - iii) Signs directing participants to special events or private functions are not permitted.
 - iv) Throwing of rice or birdseed (or any other food item that may attract wildlife and/or introduce exotic species) is not allowed during weddings, other special events, or any private function.
 - v) The release of balloons or other airborne devices is not allowed.
 - vi) Special events and private functions will limit the trampling of vegetation to only those areas that consist of mowed grass.
 - vii) Development of social trails is not permitted.
 - viii) No digging, excavating, burying, or other ground disturbance is permitted during special events or private functions.
 - ix) Native plants or shrubs may not be harvested for decorative purposes of any special event.

- x) Flame-based lanterns are not permitted.
- xi) Music and general noise levels must not be disruptive to members of the general visiting public or any lodging guests.

5) CONCESSIONER REPORTING REQUIREMENTS

J) Operations

1) Concessioner Operational Reporting:

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

2) Incident Reporting

The Concessioner must report the following to the Chief Ranger's Office or an Area Law Enforcement Ranger immediately, and to the Superintendent or Concessions Management Liaison as soon as it is feasible.

- a) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$2,500.
- b) Other incidents that may affect Area resources (e.g., fires, hazardous material spills) or violation of state and federal law.
- c) When the 911 or dispatch system is activated.

3) Human Illness Report

Any suspected outbreak of human illness, whether employees or visitors, is to be reported promptly to the Superintendent. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water, food sources, or other adverse environmental conditions.

4) Operational Performance Reports

The Concessioner must provide a monthly operational performance report to the Service according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The Concessioner must present the data electronically in a concise spreadsheet. The report must include operational, and visitor use statistics and financial information for each activity noted below.

a) Lodging:

- i) Gross revenue
- ii) Rooms available and occupied by week
- iii) Average daily rate
- iv) Total guest count
- v) Average length of stay
- vi) Market segmentation (e.g., individual leisure, tours, group)
- vii) Turn away demand for days during that month and reasons

b) Food and Beverage (for each outlet):

- i) Gross revenue

- ii) Number of covers served by breakfast, lunch, and dinner
- iii) Average check
- iv) Number of events, if any, including revenue and number served

c) Retail

- i) Gross revenue
- ii) Number of in store/retail transactions
- iii) Revenue by merchandise category (e.g., gifts and souvenirs, general merchandise, convenience, grocery, apparel, native American handicrafts)
- iv) Average retail transaction value

K) Concessioner Financial Reporting:

In addition to the Annual Financial Report (AFR) required in the Contract, the Concessioner must provide the following financial reports according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.

1) Franchise Fee Payments

The Concessioner must:

- a) Make payments due to the Service through electronic funds transfers via Pay.gov or the U.S. Treasury Pre-Authorized Debit (PAD).
- b) Notify via email the Superintendent or their designee of the date and amount of franchise fee payment.

2) Monthly Franchise Fee/Financial Report

A Monthly Franchise Fee Report must be submitted electronically to the Superintendent in the form prescribed by the Service by the 15th of each month.

- a) **Utility Expenses:** The Concessioner must report all utility expenses on its AFR.
- b) **Employee Payroll:** The Concessioner must report annually a breakdown of payroll by workers compensation class code (or position description) by location.

L) 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.

M) Summary of Initial and Recurring Due Dates

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

Title	Schedule	Due Date
List of Management Personnel	Initial and as updated	Within 30 days of the Contract effective date and as updated

Title	Schedule	Due Date
Employee Housing Policy and Agreement.	Initial and as updated	Within 120 days of the Contract effective date and as updated
Customer Satisfaction Monitoring Plan	Initially	Within 120 days of the Contract effective date and as updated
Rate Approvals	Initial and as updated	Initially and annually by January 31st annually
Certificate of Insurance	Initial and Annually	14 days prior to commencing operations; and annually upon renewal
Environmental Management Program	Initial and Annually	Within 120 days of the Contract effective date, updated annually on January 31
External Regulatory Agency Notices	As needed	As soon as possible, but not later than ten days after receipt
Possession of Firearms Policy	Initial	Within 60 days of the Contract effective date
Core Menu	Initial and as updated	Within 45 days of the Contract effective date and annually by January 31
Food Safety Plan	Initial	Within 60 days of the Contract effective date
Risk Management Program	Initial and Annually	Within 120 days of the Contract effective date and updates due annually by January 31 st
Merchandise Plan	Initial	Within 120 days of the Contract effective date and no later than March 1 st of each year
Informational, Interpretive and Promotional Materials	Initial and as updated	At least 30 days prior to publication and/or distribution
Employee Handbook	Initial and as updated	Within 120 days of the Contract effective date and updates due annually by January 31 st
Visitor Comment Cards	Initial and as updated	Within 60 days of the effective Contract date, and prior to distribution thereafter.
Visitor complaints	As needed	Initial response to visitors within 48 hours, copy of response to Service within 5 days
Human Illness Report	As needed	Reported promptly to the Superintendent
Request for use of the Mark	Initial	Prior to use
Schedule of Operations	Annually	March 1
Employee Accident/Injury Analysis	Annually	January 1

Title	Schedule	Due Date
EMP Summary of Performance	Annually	January 1
Operational Performance Summary Report	Monthly and Annually	15 th day of the following month and by January 1 of each year
Annual Financial Report	Annually	120 days from the end of the Concessioner's fiscal year (which must be communicated to the Service within 60 days of the effective Contract date).
Franchise Fee/Financial Report	Monthly	By the 15 th day after the final day of each month of operation
Balance Sheet	Initial	Within 90 days of effective Contract date
Monthly Financial Report	Monthly	By the 15 th day after the final day of each month of operation
Guest Satisfaction Monthly Summary	Monthly and Annually	Within 15 days after the end of the month

Outgoing Loan Agreement (Draft)

Outgoing Loan No. _____

NPS Unit (Lender): Voyageurs National Park

(Street/Box): 360 Highway 11 East

(City/State/Zip): International Falls, MN 56649

Superintendent (please print): Brian Harmon (Acting)

Email Address: Brian_Harmon@nps.gov

Telephone Number: (218) 283-6676

Fax: Not Applicable

Shipping Address (if different): Not Applicable

BORROWING INSTITUTION (Borrower):

Department: _____

Street/Box: _____

City/State/Zip/Country: _____

Phone Number: _____

Email Address: _____

Responsible Official (Borrower): _____

Title: _____

Shipping Address (if different): _____

NPS Status:

PURPOSE OF LOAN: Furnishings displayed in historic Kettle Falls Hotel per special waiver.

Credit Line:

ITEMS IN LOAN:

- **Catalog #5887:** Rustic chair, "Olaf's Chair"
- **Catalog #5875:** 1922 J.P. Seeburg nickelodeon
- **Catalog #5892:** Oak buffet with mirror
- **Catalog #5888:** 1917 Victrola record player, extra needle and records
- **Catalog #5893:** Brown painted iron bed (was white)
- **Catalog #5896:** Pressback oak chair
- **Catalog #5895:** Hotel bedroom dresser
- **Catalog #5890:** Player piano
- **Catalog #5891:** Bear skin
- **Catalog #5873:** Guest registration desk
- **Catalog #5879:** Trophy walley
- **Catalog #5874:** Trophy smallmouth bass and related "Pipestone Bill" Turner plaque
- **Catalog #5876:** Trophy grayling
- **Catalog #5883:** Trophy moose antlers
- **Catalog #5882:** Trophy deer antlers
- **Catalog #5884:** 1969 Irving Kay pool table
- **Catalog #5877:** Bar front/top and backbar storage cabinets
- **Catalog #5900:** Candy counter

INITIATION DATE: _____**TERMINATION DATE:** _____

INSURANCE AND SHIPPING/PACKING:

Insurance Paid By: _____

Insurance Company: _____

Policy No.: _____

Packer: _____

Shipping Paid By: _____

Method of Shipping:

- **Outgoing:** _____
- **Return:** _____

Outgoing Loan Agreement

LOAN CONDITIONS:

Outgoing loans are subject to the terms and conditions noted on the attached Conditions for Outgoing Loans. Additional Loan Conditions:

- 1) Objects listed in this loan agreement are property of Voyageurs National Park and will be regularly monitored by Voyageurs National Park cultural resource lead or their designated representative as required by the National Park Service Museum Management Program;
- 2) Objects listed in this loan agreement may be returned to the park's museum storage facility at any time if suffering damage or deterioration and the loan agreement will be adjusted accordingly;
- 3) Other objects from the park's museum collection and purchased from the Charlie and Blanche Williams family may be used to replace objects removed from the Kettle Falls Hotel and the loan agreement will be adjusted accordingly;
- 4) Objects listed in this loan agreement will be inventoried annually as required by the National Park Service Museum Management Program.

SIGNATURES

ON INITIATION OF THIS AGREEMENT: The undersigned borrower is an authorized agent of the borrowing institution. Signatures indicate agreement to terms specified in this loan agreement and attached conditions.

PLEASE SIGN BOTH COPIES AND RETURN ORIGINAL TO THE NPS.

Name of Responsible Official (Borrowing Institution): _____

Title (Please print): _____

Signature: _____ **Date:** _____

Name of Superintendent (Lending NPS Unit) (Please print): _____

Signature: _____ **Date:** _____

RETURN STATUS: _____

Extension Termination Date: _____

RETURN OF LOAN:

The undersigned is an authorized agent of the lender. Signature acknowledges receipt of all material in good condition or in condition as noted on _____, this agreement or in attached object condition report(s). A signed copy is sent to the borrower to acknowledge the return of the loan.

Name of Superintendent (Lending NPS Unit) (Please print): _____

Signature: _____ **Date:** _____