



Request for Expression of Interest

A Concession Business Opportunity to Provide Fuel, Retail, RV and Campground Services within Glen Canyon National Recreation Area

THIS IS A REQUEST FOR EXPRESSIONS OF INTEREST (RFEI) ONLY. This RFEI is issued solely for information and planning purposes and does not constitute a Request for Proposal (RFP) or a promise to issue a RFP in the future. This request for expressions of interest does not commit the Government to contract for any supply or service however it is the intention of the Service to issue a non-competitive Temporary Contract to operate the services described in Draft Contract TC-GLCA006-18 beginning November 1, 2018 and expiring on October 31, 2021. The Service intends to have a replacement standard ten (10) year contract awarded with a start date of November 1, 2021.

The NPS is soliciting expressions of interest in a temporary concession contract to provide auto fuel, retail, RV and campground services in the Hite, UT area of Glen Canyon National Recreation Area. All responses to the RFEI must be received no later than the date listed at the end of this document.

Responders are advised that the U.S. Government will not pay for any information or administrative costs incurred in response to this RFEI. All costs associated with responding to this RFEI will be solely at the interested party's expense. Not responding to this RFEI does not preclude participation in any future RFP, if and when one is issued.

The term "Concessioner" as used in this RFEI refers to the entity that would be the Concessioner under a Temporary Contract, if the Director decides to award a temporary concession contract with up to a three year term.

In the event of any inconsistency between the terms of this RFEI and 36 C.F.R. Part 51, 36 C.F.R. Part 51 will control.



Reflection Canyon on Lake Powell within Glen Canyon National Recreation Area. NPS Photo

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Overview

Glen Canyon National Recreation Area, located at the center of the Colorado Plateau, provides for public enjoyment through diverse land- and water-based recreational opportunities, and protects scenic, scientific, natural, and cultural resources on Lake Powell, the Colorado River, its tributaries, and surrounding lands.

Glen Canyon National Recreation Area encompasses over 1.25 million acres. The Area offers unparalleled opportunities for water-based and backcountry recreation as it stretches hundreds of miles from Lees Ferry in Arizona to the Orange Cliffs of southern Utah. In addition to scenic vistas, geologic wonders, and a vast panorama of human history, a main feature of the Area is Lake Powell, the second largest man-made lake in the United States. Glen Canyon Dam, constructed on the Colorado River from 1956 to 1962, created Lake Powell. In 1972, U.S. Congress established Glen Canyon National Recreation Area. Although Lake Powell only comprises approximately 13 percent of the Area, nearly 90 percent of the Area's visitors come for the recreational opportunities Lake Powell provides. For additional information on Glen Canyon National Recreation Area, visit www.nps.gov/glca.

Hite Area

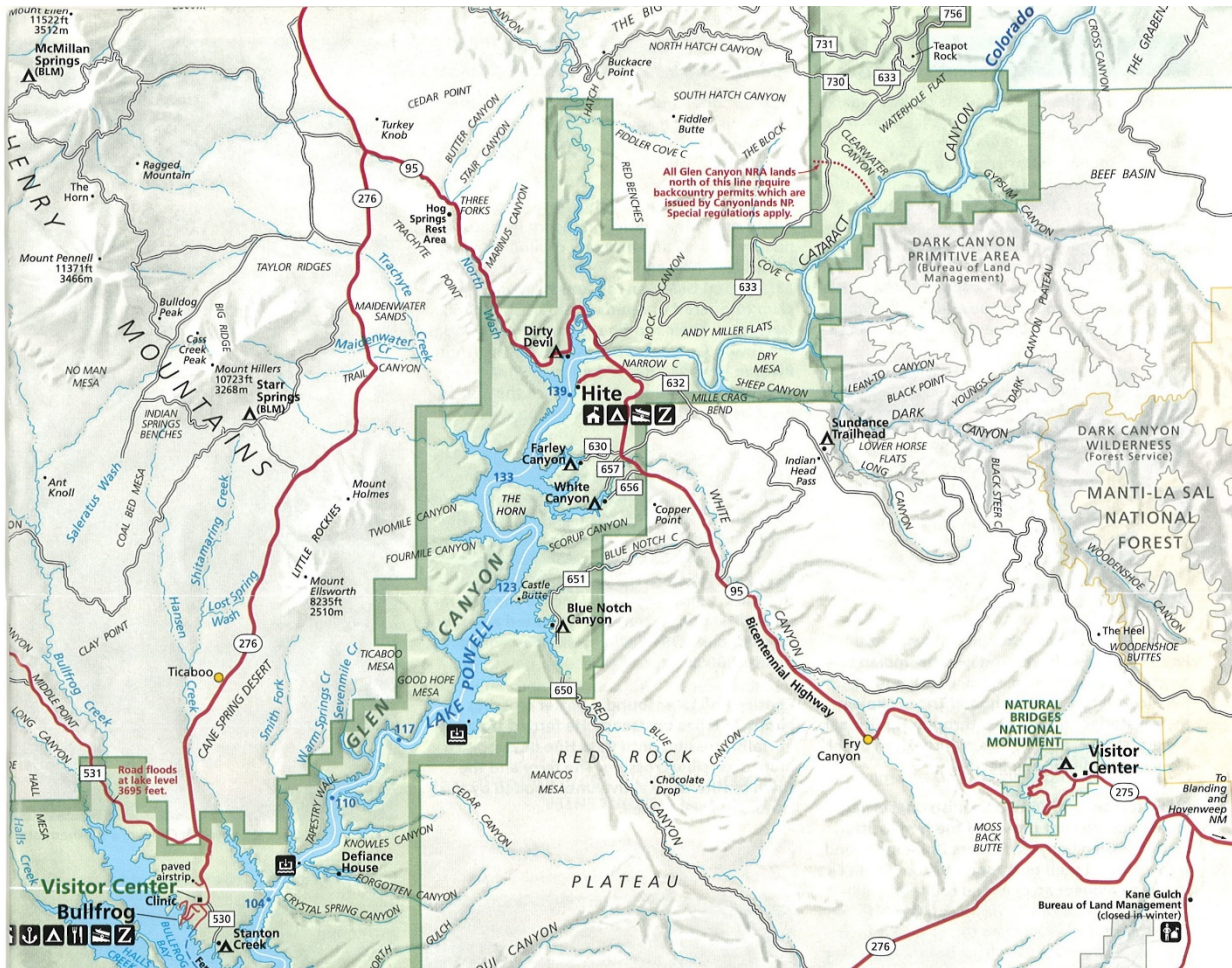
The Concessioner will provide the required and authorized visitor services at Hite, Utah along the stretch of Colorado River between the southern border of Canyonlands National Park between rapids #22 (Big Drop #2) and rapid #23 (Big Drop #3) and the main body of Lake Powell. (Exhibit 1). Hite is located just off Utah Highway 95, approximately 50 miles southwest of Hanksville, UT and 80 miles northwest of Blanding, UT. Hite is also approximately 49 river miles upstream from Bullfrog, Utah. A drought that has plagued the Colorado Plateau region for many recent years has resulted in low water levels in Lake Powell. The Hite boat ramp is available only at higher lake levels and is currently closed.

To the west of Hite are the Henry Mountains, the Red Rock Plateau is to the south and the Orange Cliffs area is to the northwest with its orange-red sandstone cliffs where visitors may see wildlife and evidence of the Area's long human history in petroglyphs while recreating or camping.

The Service is seeking a Concessioner that will operate the fuel, retail, RV Park, and campground services at Hite while expanding opportunities for park visitors to enjoy a variety of land based recreational activities in the surrounding area. Hite is the only place for 127 miles between Hanksville and Blanding, Utah for travelers on UT State Hwy 95 to get gas and sundry items. Hite once had marina operations that also supported the termination of river raft trips originating upstream in adjacent Canyonlands National Park; however, due to prolonged drought conditions these trips are rarely able to land at Hite and the marina is now closed.



Hite area take-out on Colorado River, Glen Canyon National Recreation Area. NPS photo.

Exhibit 1 – Map of Hite and Surrounding Area within Glen Canyon National Recreation Area

CONCESSION BUSINESS OPPORTUNITY

The following presents the key elements of the business opportunity presented in this RFEI. Should the data presented in this Request for Expressions of Interest differ from or contradict the attached Draft Temporary Contract, the Draft Temporary Contract will prevail.

Required and Authorized Services

The tables below show the visitor services the Service requires and authorizes the Concessioner to provide under the Draft Temporary Contract. The Concessioner must provide the Required Services and will have the discretion to provide the Authorized Services in the Draft Temporary Contract.

Exhibit 2. Draft Contract TC-GLCA006-18 - Required and Authorized Services

	Required Service	Location
i.	Gasoline and Diesel Fuel	From the fuel pumps at the Hite Convenience store
ii.	Retail	From within the Hite Convenience Store
iii.	RV Sites with utility hook-ups	In the RV Park at Hite, Utah
iv.	Campground	Adjacent to the old boat ramp at Hite, Utah

	Authorized Services	Location
i.	Quick Service Food and Beverage	Hite, UT
ii.	Dry Storage area	Hite, UT
iii.	Glamping	Hite, UT
iv.	ATV rentals	Hite, UT
v.	Bicycle Rentals	Hite, UT
vi.	Canoe/Kayak Rentals	Hite, UT
vii.	Guided ATV/OHV Tours	Originating from the Hite Area
viii.	Guided Backpacking Tours	Originating from the Hite Area
ix.	Guided Canyoneering	Originating from the Hite Area
x.	Guided Fishing Service	Originating from the Hite Area
xi.	Guided Horseback Tours	Originating from the Hite Area
xii.	Guided Mountain Bike Tours	Originating from the Hite Area
xiii.	Guided Motorized Sightseeing Tours	Originating from the Hite Area
ixv.	Hikers/Canyoneering Shuttle Service	Originating from the Hite Area
xv.	Backhaul Service – canoes/kayaks	On Lake Powell and Colorado River at Hite, UT
xvi.	Boat launch & retrieval service	On Lake Powell and Colorado River at Hite, UT
xvii.	Motorcycle, ATV repair	Hite, UT
xviii.	Bicycle repairs	Hite, UT

Description of the Required and Authorized Services

Gasoline and Diesel Fuel and Retail at the Hite Convenience Store

The Concessioner must provide unleaded 87 and 91-grade octane gasoline and diesel fuel from two self-service dispensers at the Hite Convenience Store, as well as a tire air pump, which may be free or coin operated. Fuel service must be available 24-hours per day. The Concessioner will be responsible for the operation, maintenance and inspection of three Service-owned underground auto fuel tanks. More information on the fuel tanks is provided in the chart below.

Exhibit 3. Draft Contract TC-GLCA006-18 –Fuel Tanks at the Hite Store

Type of Tank	Year Installed	Tank Capacity	Fuel Type
Aboveground	1988	10,000 gal	91 Octane
Aboveground	1988	10,000 gal	87 Octane
Aboveground	1988	4,000 gal	Diesel

The Concessioner will be required to purchase all the remaining fuel in the tanks at the start of operations from the Aramark Sports and Entertainment Services, LLC, (Aramark) the entity currently operating at Hite. (See Historic Revenues section for further information).

For retail, the Concessioner must provide a range of merchandise including souvenirs, Authentic Native Handicrafts, convenience items, groceries, camper/hiker and biker supplies, apparel, firewood, vending machines, and propane exchange. The retail store at Hite must be open from 9:30 a.m. to 5:30 p.m. at a minimum, with extended hours during periods of high visitation. Merchandise generally must contribute to an understanding of the area and related environmental and cultural values. Concessioner must provide at a minimum:

- A broad variety of gifts and souvenirs at a range of price points that provide visitors with opportunities to buy memorabilia representative of their visit to the Area.
- Made in USA, including products made in Utah and Authentic Native Handicrafts from tribes affiliated to the Area, such as Ute or Navajo. 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. That is, 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.
- Handcrafted items representing Area and regional themes made by local artists.
- Refillable water bottles.
- Accessories for visitors comfort and safety while outdoors, such as sunglasses, hats, and light jackets.
- Groceries that include, but are not limited to, fresh produce, dairy, meats, eggs, packaged and frozen products, household items, personal care items, and snack foods.
- At a minimum, visitor convenience items, must include sunscreen, lip balm, single-dose over-the-counter medications, soap, toothpaste, diapers, feminine hygiene products, insect repellent, and batteries in a range of sizes.

The Concessioner must also provide as part of its associated retail operations the sale of exchangeable propane canisters, oil, lubricants, and other routine automotive products. The Concessioner may provide a propane tank filling service at the Hite Store.

The Hite Store is 2400 square feet in total, with 1600 square feet of retail space. The interior of the store will be empty for the Concessioner to design and stock for the first day of operation. There is a walk-in cooler in the store for the Concessioner to use.

RV Sites with Utility Hook-Ups

The Concessioner must maintain a minimum of 16 RV campsites, with water, sewage, and electrical hook-ups, barbecues/fire rings, and picnic tables already provided at each site. The Concessioner may accept advance reservations for a maximum of 10 sites. All other sites must be available first-come, first-served. The Concessioner may reserve a maximum of three (3) sites for use by staff/employees. At a minimum, an employee must be available daily to provide guest services between the hours of 9:30 a.m. to 5:30 p.m. with

extended hours during periods of high visitation.

Developed Tent Campground and Improved Tent Campground

Developed Campgrounds A and B. The Concessioner must maintain a minimum of 16 developed campsites. The Concessioner must maintain the Developed Campgrounds and sites. In each campground, the Service will provide parking areas for each campsite, water, tent pad, picnic tables, fire rings, and designation markers. The Service estimates this project will be completed by the end of August, 2018.

Improved Campground. The Concessioner must maintain a minimum of 40 sites in the Improved Campground. The Improved Campground has no water. The Service will provide a picnic table, fire ring, designation marker, and designated parking at each site. The Service estimates this project will be completed by the end of August, 2018.

Comfort Station. The Concessioner must clean and stock the interior of the Comfort Station with toilet paper, paper towels, hand sanitizer and anti-bacterial hand soap a minimum of two times per day from April 1 to Nov 1 (more often as need demands) and once per day from Nov 2 to Mar 31 (more often as need demands).

At a minimum, an employee must be available daily to provide guest services between the hours of 9:30 a.m. to 5:30 p.m. with extended hours during periods of high visitation.

Authorized Services

The Area is interested in expanding the use at Hite to include land-based recreation opportunities. The Draft Temporary Contract allows a multitude of authorized services to provide a Concessioner with flexibility to determine the demand and feasibility of these land-based recreation opportunities. The Park is also interested in expanding the food service at the Hite Convenience Store, but without capital improvements that are not allowed under the Draft Temporary Concession Contract.

Term and Effective Date of Draft Temporary Concession Contract

The TC-GLCA006-18 Draft Temporary Contract has a term of up to a maximum of three (3) years beginning on its effective date of November 1, 2018. The effective date of the Draft Temporary Contract may change prior to contract award if determined necessary by the Service.

Leasehold Surrender Interest

Leasehold Surrender Interest is a compensable interest in real property and real property improvements. The Draft Temporary Contract does not allow the Concessioner to make any capital improvements or incur any Leasehold Surrender Interest.

Estimated Initial Investment

As shown in the table below, the Service projects the Concessioner's total estimated initial investment at approximately \$113,500 in 2018 dollars. This includes personal property, inventory, supplies, working capital, and other costs (staff hiring, training). The Service did not include costs associated with any Authorized services as an initial investment since the Concessioner may choose not to provide those services. Please note these figures are estimates based on Service assumptions developed when considering historic operating data, industry standards, economic conditions, and comparable and competitive services. The Service does not guarantee these projections will materialize and assumes no liability for the accuracy of these numbers. Responders must make their own determination of the investment required to support Required Services based on independent assumptions, due diligence, industry knowledge and any experience with similar operations.

Exhibit 4. Draft Contract TC-GLCA006-18 – Estimated Initial Investment

Investment	Amount in 2018\$
Personal Property and Inventory	\$107,000
Start-Up Costs	\$3,250
Working Capital	\$3,250
Total Initial Investment	\$113,500

Personal Property

The Concessioner will be required to provide such equipment (including merchandise display fixtures), personal property (including furniture), inventory and supplies necessary for the proper and efficient operation of Draft Temporary Contract requirements. As stated previously, the Concessioner will also be required to purchase all the remaining fuel in the tanks at the start of operations from Aramark for the cost of what Aramark paid for the fuel. The Service did not include this cost in its estimate of Personal Property.

Rates

The methodologies used by the Service to determine the reasonableness and appropriateness of rates and charges are set out in the National Park Service Concession Management Rate Approval Guide (2017). The Rate Approval Guide is on the NPS Commercial Services website, [here](https://concessions.nps.gov/tools_others.htm); https://concessions.nps.gov/tools_others.htm). The Service must approve all rates.

The Rate Approval Guide and the Draft Temporary Contract Exhibit A, Operating Plan describe the rate setting methods for retail merchandise, convenience items and fuel. The Service set 2018 rates for RV Sites and Campground services using the direct comparability method.

The Concessioner must operate under the current National Park Service approved rates until the National Park Service approves a request for amended rates. The Services has established 2018 rates for the 16 RV Sites, the 18 Developed Campground sites and the 40 Improved Camping tent sites, as shown in the below chart:

Exhibit 5. Draft Contract TC-GLCA006-18 – 2018 Approved Rates for RV and Campground

Service	Per Night Rate
RV Sites – with full utility hookups	\$45
Developed Campground Sites w/designate parking, potable water by comfort stations	\$24
Improved Camping Tent Sites with fire rings and picnic tables	\$18

Franchise Fee

The Service assesses Franchise Fees from concessioners for the privilege of providing commercial services within the Area and requires payments to the Service on a monthly basis. Interested parties must agree to pay a franchise fee of three percent (3%) of the Concessioner's annual gross receipts.

Insurance Requirements

The Service has included minimum insurance requirements in Exhibit F of the Draft Temporary Contract. Responders should consider these requirements in preparing their proposals.

Employees and Minimum Wage

The Concessioner is responsible for providing all personnel and employee training necessary to provide the required and authorized services. The minimum wage for federal contractors established by Executive Order 13658 and 29 C.F.R. Part 10 will apply to the Draft Temporary Contract, and the Service considered this in the analysis of the minimum franchise fee.

Assigned Land and Facilities

Lands and facilities within the Area are assigned to the Concessioner in the Draft Temporary Contract are listed in Exhibit C of the Draft Temporary Contract. The Service will not permit the Concessioner to erect any permanent structures within the Area.

The Concessioner is responsible for cleaning, grounds keeping, and providing preventative maintenance and some repairs of the assigned facilities. To learn more about the minimum maintenance standards and requirements, including the Concessioner's and the Service's responsibilities, read the Draft Contract Exhibit E - Maintenance Plan.

Utilities

The Service provides electricity, water, sewer, and refuse collection to the Concessioner. The Service establishes rates for these utilities annually based on actual operating costs and bills the Concessioner directly on a monthly basis. The Service projects utility expenses to the Concessioner during the term of the Draft Contract as permitted by Director's Order 35B *Cost Recovery for National Park Service Provided Utilities*. The Service reviews its operating costs for utilities annually and notifies the Concessioner in writing at least 90 days prior to rate changes. The estimate for annual utility cost is \$32,500/year (at full occupancy).

Historic Revenues

Aramark Sports and Entertainment Services, LLC (Aramark) provides visitor services at Hite within Glen Canyon National Recreation Area under the Existing Contract (CC-GLCA002-88), as well as two other locations in the Northeastern (Uplake) portion of Lake Powell. While Aramark will continue operating services at the other Uplake locations, they have waived their right of first refusal allowed under their concession contract to continue to offer the existing and authorized services at Hite.

The Service presents financial data for Aramark's last three years of operation at Hite in order to assist Responders in developing projections for future operations associated with the Draft Temporary Contract. Responders should note that the services Aramark provided are not exactly comparable to the required services under the Draft Temporary Contract. Aramark provided retail and fuel sales, overnight accommodations in rental trailers (which no longer exist), and nine (9) RV sites, but did not operate an improved campground.

"Gross Revenue" as shown in the table below includes all receipts reported by the Existing Concessioner. A concessioner must pay franchise fees on "gross receipts," which is gross revenue less certain expenses as defined in Sec. 2 of the Draft Temporary Contract. Total Gross Revenue from 2014-2016 is listed in the below chart for the sole purpose of illustrating the past financial information. Responders must make their own determination of the potential revenue from performing the Required Services during the terms of the Draft Temporary Contract based on their own independent assumptions, due diligence, industry knowledge and any experience with similar operations.

Exhibit 6. Historical Gross Revenues

Revenue Department	2014	2015	2016
Total Gross Revenue for Hite location	\$89,471	\$75,545	\$70,447
Revenue from Auto Fuel sales	\$57,198	\$48,550	\$45,134
Revenue from Merchandise sales	\$25,269	\$23,788	\$21,452
Revenue from RV & Campground	\$7,004	\$3,207	\$3,861

SITE VISIT

The Service will host a site visit for organizations interested in bidding on this opportunity on **Thursday, May 31, 2018**. The site visit provides interested parties an overview of the concession operation, along with a tour of the Concession Facilities associated with the Draft Contract.

All parties desiring to attend the site visit must send a RSVP e-mail message to Eric Nikkel, Chief of Business Management, at eric_nikkel@nps.gov, no later than 4:00 p.m. (Mountain Time) May 24, 2018.

The RSVP email must include your name, the name of the organization interested in bidding that you represent, the primary contact for the organization, and the number and names of the people in your party. Mr. Nikkel will provide further information, including the specific meeting time and location, by return e-mail message.

Site visit participants are responsible for their lodging, meals, incidentals, and transportation to the Hite area.

ATTACHED DOCUMENT LIST

The reference documents listed below are provided as additional documents and materials.

Document	Author	Format
Draft Temporary Contract – TC-GLCA006-18	NPS	PDF

SUBMISSION GUIDELINES

The NPS asks interested parties to provide notice of their interest regarding this proposed business opportunity. Expressions of interest must be submitted electronically. The electronic copy must be in a Microsoft Office program or an Adobe PDF electronic version that allows for copying and pasting of text. Please format all information on letter page size (8 1/2 X 11 inch) using either 10, 11 or 12 point font for all text with page margins of 1 inch on all sides.

By submitting your Expression of Interest, you hereby agree, if selected for award of the Draft Temporary Contract:

- To the minimum requirements of the Draft Temporary Contract as identified in the Appendix to this RFEI.
- To complete the execution of the final Temporary Concession Contract within the time provided by the National Park Service when it presents the contract for execution.
- To commence operations under the resulting Temporary Concession Contract on the effective date of the Temporary Concession Contract.
- To operate under the current National Park Service approved rates until such time as amended rates may be approved by the National Park Service.

Submission Deadline

Please email your Expression of interest response by **4pm MT on July 17, 2018**, to Jennifer Parker, Chief of Concessions, Intermountain Region, at Jennifer_Parker@nps.gov.

Submission Criteria

Please provide the following in your expression of interest:

1. A cover letter expressing your interest including your name, company or organization, and contact information including email address.

2. Business Information

- (a) **Complete Form 1: Business Organization Information** for the Interested Entity, the entity in which is expressing interest in operating under the temporary contract. Choose and complete the appropriate Business Organization Information form (either 10-357A or 10-357B), provided in the Submission Forms section.
- (b) Provide governing documents for the Interested Entity (e.g. Articles of Incorporation and By-Laws for corporations; Operating Agreement for LLCs; Partnership Agreement for Partnerships; or Venture Agreement for Joint Ventures)
- (c) Provide evidence the Interested Entity is qualified to do business in the State of Utah.
- (d) **Complete Form 2: Business History Information Form.**

3. Experience in Providing Visitor Services (not more than 3 pages)

- (a) State your experience in providing each of the Required and Authorized services outlined in the Draft Temporary Concession Contract. If you have no such experience for any of the services, please note that.
- (b) Describe the direct experience you have in operating commercial auto fuel pumps in a remote area, including obtaining and maintain certification of the fuel tanks and meeting reporting requirements of the state DEQ/EPA and what measures you will take to minimize fuel spills and other hazardous materials into the environment.

4. Ability to Provide Visitor Services (not more than 5 pages)

- (a) Describe your interest in and detailed plans, if any, to offer any of the Authorized Services under the Draft Temporary Concession Contract.
- (b) Describe your staffing plan to effectively provide the required visitor services and meet all terms and conditions of the Draft Temporary Concession Contract.
- (c) Describe the ability of your staff (qualifications, training, and experience) to repair and maintain assigned facilities and desert landscapes. Include knowledge of procedures, codes and schedules for preventative and cyclic maintenance of buildings, desert landscapes and utility systems within assigned areas in the Draft Temporary Concession Contract. If you do not currently have staff with these qualification, please explain how you will hire and train the staff to ensure the assigned park assets and lands are maintained and preserved.

5. Financial Information

- (a) Demonstrate that you have a credible, proven track record of meeting your financial obligations. Provide, at a minimum, the following financial statements for the Interested Entity:
 - i. An audited or reviewed Income Statement for the two most recent fiscal years
 - ii. An audited or reviewed a Balance Sheets for the most recent fiscal year
 - iii. An audited or reviewed Balance Sheet as of the end of the most recent month prior to the submission of your expression of interest.
 - iv. If the Interested Entity is a sole proprietor, complete **Form 6: Personal Financial Statements**.

If you do not have audited or reviewed Financial Statements, complete **Form 3: Most Recent Fiscal Year Balance Sheet, Form 4: the Most Recent Month Balance Sheet, and Form 5: Historical Income Statement**.

- (b) Provide a CURRENT (within the last six months) and complete Business Credit Report with a Credit Score in the name of the Interested Entity from a major credit reporting company such as Equifax, Experian, TRW or Dun & Bradstreet. If the credit report includes negative

information, provide a narrative explanation.

Corporations must submit a Business Credit Report. If you cannot obtain a Business Credit Report, explain the reason you cannot obtain one, and submit Personal Credit Reports for each person with a controlling interest in the Interested Entity, as defined in your *Business Organization Information Form*. For partnerships, submit a personal Credit Report for each general partner.

- (c) Demonstrate your ability to obtain the required funds for start-up costs by providing credible, compelling documentation, particularly evidence from independent sources, including bank statements, financial statements, and signed loan commitment letters. Fully explain the financial arrangements you propose, using the following guidelines. If you will use funds from more than one source, provide information for all of the funding sources you intend to use.
- i. Owner or investor financing- If you will obtain funds for start-up costs from cash balances or the sale of liquid assets (e.g. stocks) from an account in the name of:
 - **The Interested Entity or the owner of a sole proprietorship, provide the following:**
 - Current bank or investment account statements that verify the account and account balance
 - Documentation of any assets to be sold
 - **A parent company of the Interested Entity that is a business entity, or another related business entity, provide the following:**
 - An audited or reviewed Income Statement for the two most recent fiscal years
 - An audited or reviewed most recent fiscal year Balance Sheet
 - An audited or reviewed most recent fiscal month Balance Sheet
 - Current bank or investment account statements that verify the account and account balance
 - Documentation of any assets to be sold
 - Signed commitment letter from the company stating it is supporting the Interested Entity and agrees to use the balance in the account (or a specified amount) for the purpose of funding the start-up costs of the operation for the Interested Entity.
 - **An individual, or another individual or entity not listed above, provide the following:**
 - Current bank or investment account statements that verify the account and account balance
 - Documentation of any assets to be sold
 - Signed commitment from the party named on the account stating it is supporting the Interested Entity and agrees to use the balance in the account (or a specified amount) for the purpose of funding the start-up costs of the operation
 - ii. Debt financing- If you will obtain funds for the start-up costs from a loan made to you by:
 - **A lending institution (bank, savings and loan, etc.)** provide supporting documentation that describe the loan and, at a minimum,

include the following in a letter from the lender, addressed to the National Park Service, and on the institution's letterhead.

- Date of the letter
- Amount of the loan
- Interest rate of the loan
- Term (length) of the loan
- Expiration date of the commitment
- Any encumbrances on the loan
- **A parent company of the Interested Entity that is a business entity, or another related business entity, provide the following:**
 - An audited or reviewed Income Statement for the two most recent fiscal years
 - An audited or reviewed most recent fiscal year Balance Sheet
 - An audited or reviewed most recent fiscal month Balance Sheet
 - Current bank or investment account statements that verify the account and account balance
 - Documentation of any assets to be sold
 - Signed financing agreements or letters of commitment. Letters must be from the company, addressed to the National Park Service, and on company letterhead. This letter must include at a minimum:
 - Date of the letter
 - Amount of the loan
 - Interest rate of the loan
 - Term (length) of the loan
 - Any encumbrances on the loan
- **An individual, or another individual or entity not listed above, provide the following:**
 - Current bank or investment account statements that verify the account and account balance
 - Documentation of any assets to be sold
 - Signed financing agreements or letters of commitment. Letters must be from the party named on the account and addressed to the National Park Service. This letter must include at a minimum:
 - Date of the letter
 - Amount of the loan
 - Interest rate of the loan
 - Term (length) of the loan
 - Any encumbrances on the loan

Submission Forms

Form 1

NPS Form 10-357A (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020



BUSINESS ORGANIZATION INFORMATION

Corporation, Limited Liability Company, Partnership, or Joint Venture



Note: Either a Form 10-357A or Form 10-357B is completed for each proposal, depending on the nature of ownership of the company.

Complete separate form for the submitting business entity and any and all parent entities.

Name of Entity and Trade-name, if any	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person	
Title	
Tax ID#	
State of Formation	
Date of Formation	

Ownership	Percentage of Ownership Interests	Current Value of Investment
Names and Addresses of those with controlling interest and key principals of business		
Total Interests Outstanding and Type(s):		

Officers and Directors or General Partners or Managing Members or Venturers	Address	Title and/or Affiliation

Attach the following:

- Description of relationship of any Guarantor to the Responder with respect to funding and management.

NPS Form 10-357A (Rev. 08/2016)
National Park Service

OMB Control No. 1024-0029
Expiration Date: ##/##/####

NOTICES

PRIVACY ACT STATEMENT

Authority: 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside DOI as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, state and local governments, tribal organizations, and members of the general public upon request for names, addresses and phone numbers of Commercial Use Authorizations (CUA) holders conducting business within units of the National Park System for the purpose of informing the public of the availability of the services offered by the CUA holder. In addition, records or information contained in this system may be disclosed outside DOI based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Voluntary, however, failure to provide the requested information may impede our ability to 1) manage the National Park Service (NPS) Commercial Services Program allowing commercial uses within a unit of the NPS, 2) monitor resources that are or may be affected by the authorized commercial uses, and 3) provide the public the description and contact information for businesses that provide services in national parks.

PAPERWORK REDUCTION ACT STATEMENT

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ESTIMATED BURDEN STATEMENT

We estimate that it will take you 1 hour to complete this form, including time to review instructions, gather and maintain data, and complete and review the form. You may send comments on the burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 12201 Sunrise Valley Drive, Mail Stop 242, Reston, VA 20192. Please do not send your completed form to this address.

RECORDS RETENTION. TEMPORARY. Destroy/Delete 3 years after closure. (NPS Records Schedule, Commercial Visitor Services, (Item 5D)

(N1-79-08-4))

Form 1

NPS Form 10-357B (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020



BUSINESS ORGANIZATION INFORMATION
Individual* or Sole Proprietorship



Note: Either a Form 10-357A or Form 10-357B is completed for each proposal, depending on the nature of ownership of the company.

Complete separate form for the submitting business entity and any and all parent entities.

Name of Individual and Tradename, if Any**	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person (if other than the Responder)	
Tax ID #	
Years in Business (of same type as required service(s))	
Current Value of Business	
Role in Providing Concession Service(s)	

*Due to difficulties determining authority to act and ownership, the Service will not accept a proposal from spouses jointly as a purported business entity. Either one individual must serve as the Responder or the spouses must form a corporation, partnership, or limited liability company to serve as Responder.

**If the sole proprietorship acts under a name other than that of its owner (i.e., does business as "company name"), also add the jurisdiction where the company's trade name is registered, if any.

NPS Form 10-357B (Rev. 08/2016)
National Park Service

OMB Control No. 1024-0029
Expiration Date: ##/##/####

NOTICES

PRIVACY ACT STATEMENT

Authority: 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside DOI as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, state and local governments, tribal organizations, and members of the general public upon request for names, addresses and phone numbers of Commercial Use Authorizations (CUA) holders conducting business within units of the National Park System for the purpose of informing the public of the availability of the services offered by the CUA holder. In addition, records or information contained in this system may be disclosed outside DOI based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

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Form 2

NPS Form 10-358 (Rev. 11/2017)

National Park Service

OMB Control No. 1024-0029

Expiration Date: 01/31/2020

**BUSINESS HISTORY INFORMATION**

Business history information should be provided for the Responder AND any entity that will provide financial or management assistance. If the Responder is not yet formed, provide a business history form for each Guarantor.

The information provided below is for the entity: _____

- (1) Has Responder ever defaulted from or been terminated from a management or concession contract, or been forbidden from contracting by a public agency or private company?

☐ YES☐ NO

If YES, provide full details of the circumstances.

- (2) List any Bankruptcies, Receiverships, Foreclosures, Transfers in Lieu of Foreclosure, and/or Work-Out/Loan Modification Transactions during the past five years. Include an explanation of the circumstances, including nature of the event, date, type of debt (e.g., secured or unsecured loan), type of security (if applicable), approximate amount of debt, name of lender, resolution, bankruptcy plan, and/or other documentation as appropriate. If none, check the box below. Otherwise, provide full details below.

☐ NONE

- (3) Describe any pending litigation or administrative proceeding (other than those covered adequately by insurance) which, if adversely resolved, could materially impact the financial position of the Responder. If none, check the box below. Otherwise, provide full details below.

☐ NONE

- (4) Describe any lawsuit, administrative proceeding or bankruptcy case within the past five years that concerned the Responder's alleged inability or unwillingness to meet its financial obligations. If none, check the box below. Otherwise, provide full details below.

☐ NONE

- (5) Describe any liens recorded against the Responder within the past five years (whether from taxing authorities or judgments) and, if resolved, provide a copy of any lien release. If none, check the box below. Otherwise, provide full details below.

☐ NONE

RECORDS RETENTION. TEMPORARY. Destroy/Delete 3 years after closure. (NPS Records Schedule, Commercial Visitor Services, (Item 5D) (N1-79-08-4))

NPS Form 10-358 (Rev. 08/2016)
National Park Service

OMB Control No. 1024-0029
Expiration Date: ##/##/####

NOTICES

PRIVACY ACT STATEMENT

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Form 3

NPS Form 10-359B (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020

Business Financial Statement- Most Recent Fiscal Year Balance Sheet For Fiscal Year Ending:

Line	Item	Amount
1	Cash in Bank	\$
2	Accounts Receivable	\$
3	Inventory	\$
4	Other Current Assets (Describe)	\$
5	Total Current Assets (add lines 1-4)	\$
6	Personal Property (Equipment) Items	\$
7	Other Fixed Assets (Describe)	\$
8	(LESS Accumulated Depreciation)	\$
9	Total Fixed Assets (add lines 6-7, minus line 8)	\$
10	Total Assets (add lines 5 & 9)	\$
11	Accounts Payable	\$
12	Bank Loans Outstanding	\$
13	Loans due to Owners	\$
14	Other Current Liabilities (Describe)	\$
15	Total Current Liabilities (add lines 11-14)	
16	Long-Term Liabilities (Describe)	\$
17	Total Liabilities (add lines 15 and 16)	\$
18	Total Net Worth (line 10 minus line 17)	\$

Describe the information in lines 4, 7, 14 & 16 below:

Form 4

NPS Form 10-359B (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020

Business Financial Statement- Most Recent Month Balance Sheet
For Month Ending: _____

Line	Item	Amount
1	Cash in Bank	\$
2	Accounts Receivable	\$
3	Inventory	\$
4	Other Current Assets (Describe)	\$
5	Total Current Assets (add lines 1-4)	\$
6	Personal Property (Equipment) Items	\$
7	Other Fixed Assets (Describe)	\$
8	(LESS Accumulated Depreciation)	\$
9	Total Fixed Assets (add lines 6-7, minus line 8)	\$
10	Total Assets (add lines 5 & 9)	\$
11	Accounts Payable	\$
12	Bank Loans Outstanding	\$
13	Loans due to Owners	\$
14	Other Current Liabilities (Describe)	\$
15	Total Current Liabilities (add lines 11-14)	
16	Long-Term Liabilities (Describe)	\$
17	Total Liabilities (add lines 15 and 16)	\$
18	Total Net Worth (line 10 minus line 17)	\$

Describe the information in lines 4, 7, 14 & 16 below:

Form 5

NPS Form 10-359B (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020

Business Financial Statement- Historical Income Statement

Some lines may not be used, place "N/A" in these lines.

Include revenues and expenses related to the business as a whole,
including any operations both inside and outside of the park.

Line	Item	Year 1	Year 2
1	Revenues		
1a	Revenue Source 1 _____	\$	\$
1b	Revenue Source 2 _____	\$	\$
1c	Revenue Source 3 _____	\$	\$
1d	Revenue Source 4 _____	\$	\$
2	Total Revenues (add lines 1a-1d)	\$	\$
3	Cost of Sales		
4	Total Cost of Sales	\$	\$
5	Gross Profit (line 2 minus line 4)	\$	\$
6	Direct Expenses		
6a	Salaries and Wages	\$	\$
6b	Payroll Taxes and Benefits	\$	\$
6c	Operating Supplies	\$	\$
6d	Car and Truck Expenses	\$	\$
6e	Other Direct Expense 1 _____	\$	\$
6f	Other Direct Expense 2 _____	\$	\$
7	Total Direct Expenses (add lines 6a-6f)	\$	\$
8	Undistributed Expenses		
8a	Administrative and General	\$	\$
8b	Marketing (Advertising)	\$	\$
8c	Utilities	\$	\$
8d	Repair and Maintenance	\$	\$
8e	Other Undistributed Expense 1 _____	\$	\$
8f	Other Undistributed Expense 2 _____	\$	\$
9	Total Undistributed Expenses (add lines 8a-8f)	\$	\$
10	Fixed Expenses		
10a	Insurance	\$	\$
10b	NPS Franchise Fee (if applicable)	\$	\$
10c	Other Fixed Expense 1 _____	\$	\$
10d	Other Fixed Expense 2 _____	\$	\$
11	Total Fixed Expenses (add lines 10a – 10d)	\$	\$
12	Total direct, undistributed and fixed expenses (add lines 7, 9 and 11)	\$	\$
13	EBITDA* (Line 5 minus line 12)	\$	\$
14	Depreciation and Amortization	\$	\$
15	Interest	\$	\$
16	Net Income Before Income Taxes (Line 13, minus lines 14 & 15)	\$	\$

*Earnings before Interest, Taxes, Depreciation and Amortization

Form 6

NPS Form 10-359B (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020

Personal Financial Statement

Name:
As of Date:
% Ownership

Line	Category	Amount
1	Cash in Bank	\$
2	IRA and Other Retirement Accounts	\$
3	Stocks & Bonds in Taxable Accounts	\$
4	Real Estate	\$
5	Accounts and Loans Receivable	\$
6	Life Insurance (Cash Surrender Value Only)	\$
7	Automobile (Present Value Only)	\$
8	Other Personal Assets (Describe)	\$
9	Total Assets (add lines 1-8)	\$
10	Accounts Payable	\$
11	Bank Loans Outstanding	\$
12	Mortgage Loans Outstanding	\$
13	Other Loans Outstanding (Describe)	\$
14	Unpaid Tax Liability	\$
15	Other Liabilities (Describe)	\$
16	Total Liabilities (add lines 10-14)	\$
17	Total Net Worth (add lines 9 and 16)	\$
18	Salary	\$
19	Investment Income	\$
20	Other Income (Describe)	\$
21	Total Income (add lines 17-19)	\$
22	Endorsements or Guarantees	\$
23	Other Contingent Liabilities (Describe)	\$
24	Total Contingent Liabilities (add lines 22-23)	\$

Describe the information in lines 8, 13, 15, 20 & 23 in the space below.

NPS Form 10-359B (Rev. 11/2017)
National Park Service

OMB Control No. 1024-0029
Expiration Date: 01/31/2020

PRIVACY ACT STATEMENT

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ESTIMATED BURDEN STATEMENT

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DRAFT

CATEGORY II TEMPORARY CONCESSION CONTRACT

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Glen Canyon National Recreation Area

HITE, UT

Fuel, Retail, RV Sites, and Campground Services

TEMPORARY CONCESSION CONTRACT NO. TC-GLCA006-18

[Name of Concessioner]

[Concessioner's address, email address, phone number]

Doing Business As [Trade Name]

Covering the Period November 1, 2018 through October 31, 2021¹

¹ The effective date of the Contract is subject to change prior to contract award if determined necessary by the Service due to transfer timing issues. The expiration date will be changed to reflect the ideal start of a new longer term replacement contract.

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IDENTIFICATION OF THE PARTIES**[CORPORATION]**

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Intermountain Region, (hereinafter referred to as the "Director"), and [Concessioner Name], a Corporation organized and existing under the laws of the State of [state name], (hereinafter referred to as the "Concessioner"):

[PARTNERSHIP]

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Intermountain Region, (hereinafter referred to as the "Director"), and [Concessioner Name], a partnership organized under the laws of the State of [state name], (hereinafter referred to as the "Concessioner"):

[SOLE PROPRIETORSHIP]

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Intermountain Region, (hereinafter referred to as the "Director"), and [Concessioner Name], an individual resident of the State of [state name], doing business as [Trade name], if applicable (hereinafter referred to as the "Concessioner"):

[LIMITED LIABILITY COMPANY]

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Intermountain Region, (hereinafter referred to as the "Director"), and [Concessioner Name], a Limited Liability Company organized and existing under the laws of the State of [state name], (hereinafter referred to as the "Concessioner"):

WITNESSETH:

THAT WHEREAS, Glen Canyon National Recreation Area is administered by the Director as a unit of the national park system to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, to accomplish these purposes, the Director has determined that certain visitor services are necessary and appropriate for the public use and enjoyment of the Area and should be provided for the public visiting the Area; and

WHEREAS, the Director desires the Concessioner to establish and operate these visitor services at reasonable rates under the supervision and regulation of the Director; and

WHEREAS, the Director desires the Concessioner to conduct these visitor services in a manner that demonstrates sound environmental management, stewardship, and leadership;

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (54 U.S.C. §§100101 et seq.), and November 13, 1998 (Pub. L. 105-391 54 U.S.C. §§ 101911 et seq.), and other laws that supplement and amend the Acts, the Director and the Concessioner agree as follows:

SEC. 1. TERM OF CONTRACT

This Concession Contract No. TC-GLCA006-18 ("Contract") shall be effective as of November 1, 2018, and shall be for the term of three (3) years until its expiration on October 31, 2021.

SEC. 2. DEFINITIONS

The following terms used in this Contract will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

(a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

(b) "Area" means the property within the boundaries of Glen Canyon National Recreation Area.

(c) "Best Management Practices" or "BMPs" are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Contract. BMPs are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.

(d) "Concession Facilities" shall mean all Area lands assigned to the Concessioner under this Contract and all real property improvements assigned to the Concessioner under this Contract. The United States retains title and ownership to all Concession Facilities.

(e) "Days" shall mean calendar days.

(f) "Director" means the Director of the National Park Service, acting on behalf of the Secretary of the Interior and the United States, and his duly authorized representatives.

(g) "Exhibit" or "Exhibits" shall mean the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.

(h) "Gross receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Contract, including gross receipts of subconcessioners as herein defined, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:

- (1) Intracompany earnings on account of charges to other departments of the operation (such as laundry);
- (2) Charges for employees' meals, lodgings, and transportation;
- (3) Cash discounts on purchases;
- (4) Cash discounts on sales;
- (5) Returned sales and allowances;
- (6) Interest on money loaned or in bank accounts;
- (7) Income from investments;
- (8) Income from subsidiary companies outside of the Area;
- (9) Sale of property other than that purchased in the regular course of business for the purpose of resale;

- (10) Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies;
- (11) Receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts. All revenues received from charges for in-room telephone or computer access shall be included in gross receipts.

(i) "Gross receipts of subconcessioners" means the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by a subconcession contract. A subconcessioner will report all of its gross receipts to the Concessioner without allowances, exclusions, or deductions of any kind or nature.

(j) "Subconcessioner" means a third party that, with the approval of the Director, has been granted by a concessioner rights to operate under a concession contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.

(k) "Superintendent" means the manager of the Area.

(l) "Visitor services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by Section 3(a) of this Contract.

SEC. 3. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services

During the term of this Contract, the Director requires and authorizes the Concessioner to provide the following visitor services for the public within the Area:

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of this Contract:

	Service	Location
i.	Gasoline and Diesel Fuel	Hite, UT
ii.	Retail	Hite, UT
iii.	RV Sites with utility hook-ups	Hite, UT
iv.	Campground	Hite, UT

(2) Authorized Visitor Services. The Concessioner is authorized but not required to provide the following visitor services during the term of this Contract:

	Service	Location
i.	Quick Service Food and Beverage	Hite, UT
ii.	Dry Storage Area	Hite, UT
iii.	Camping w/Special Amenities (Glamping)	Hite, UT
iv.	All-terrain vehicle (ATV) rentals	Hite, UT
v.	Bicycle Rentals	Hite, UT
vi.	Canoe/Kayak Rentals	Hite, UT
vii.	Guided ATV & Off-road vehicles (ORV) Tours	Originating from the Hite Area
viii.	Guided Backpacking Tours	Originating from the Hite Area
ix.	Guided Canyoneering	Originating from the Hite Area
x.	Guided Fishing Service	Originating from the Hite Area
xi.	Guided Horseback Tours	Originating from the Hite Area
xii.	Guided Mountain Bike Tours	Originating from the Hite Area
xiii.	Guided Motorized Sightseeing Tours	Originating from the Hite Area
ixv.	Hikers/Canyoneering Shuttle Service	Originating from the Hite Area
xv.	Backhaul Service – canoes/kayaks	On Lake Powell and Colorado River at Hite, UT
xvi.	Boat launch & retrieval service	On Lake Powell and Colorado River at Hite, UT
xvii.	Motorcycle, ATV repair	Hite, UT
xviii.	Bicycle repairs	Hite, UT

(b) Operation and Quality of Operation

The Concessioner shall provide, operate and maintain the required and authorized visitor services and any related support facilities and services in accordance with this Contract to such an extent and in a manner considered satisfactory by the Director. Except for any such items that may be provided to the Concessioner by the Director, the Concessioner shall provide the plant, personnel, equipment, goods, and commodities necessary for providing, operating and maintaining the required and authorized visitor services in accordance with this Contract. The Concessioner's authority to provide visitor services under the terms of this Contract is non-exclusive.

(c) Operating Plan

The Director, acting through the Superintendent, shall establish and revise, as necessary, specific requirements for the operations of the Concessioner under this Contract in the form of an Operating Plan (including, without limitation, a risk management program, that must be adhered to by the Concessioner). The initial Operating Plan is attached to this Contract as Exhibit A. The Director in his discretion, after consultation with the Concessioner, may make reasonable modifications to the initial Operating Plan that are in furtherance of the purposes of this Contract and are not inconsistent with the terms and conditions of the main body of this Contract.

(d) Merchandise and Services

(1) The Director reserves the right to determine and control the nature, type and quality of the visitor services described in this Contract, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Concessioner within the Area.

(2) All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this Contract must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.

(3) The Concessioner, where applicable, will develop and implement a plan satisfactory to the Director that will assure that gift merchandise, if any, to be sold or provided reflects the purpose and significance of the

Area, including, but not limited to, merchandise that reflects the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance.

(e) Rates

All rates and charges to the public by the Concessioner for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this Contract. The Concessioner's rates and charges to the public must be approved by the Director in accordance with Applicable Laws and guidelines promulgated by the Director from time to time.

(f) Impartiality as to Rates and Services

(1) Subject to Section (f)(2) and (f)(3), in providing visitor services, the Concessioner must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner shall comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public including, without limitation, those set forth in Exhibit B.

(2) The Concessioner may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this Contract. However, the Director reserves the right to review and modify the Concessioner's complimentary or reduced rate policies and practices as part of its rate approval process.

(3) The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services necessary for conducting official business in accordance with guidelines established by the Director. Complimentary or reduced rates and charges shall otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.

SEC. 4. CONCESSIONER PERSONNEL

(a) Employees

(1) The Concessioner shall provide all personnel necessary to provide the visitor services required and authorized by this Contract.

(2) The Concessioner shall comply with all Applicable Laws relating to employment and employment conditions, including, without limitation, those set forth in Exhibit B.

(3) The Concessioner shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessioner shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessioner.

(4) The Concessioner shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessioner shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessioner.

(5) The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.

(6) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.

(7) The Concessioner shall maintain, to the greatest extent possible, a drug free environment, both in the workplace and in any Concessioner employee housing, within the Area.

(8) The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Area, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Concessioner shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and the Area, the availability of drug counseling, rehabilitation and employee assistance programs, and the Concessioner's policy of maintaining a drug-free environment both in the workplace and in the Area.

(9) The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(b) Employee Housing and Recreation

(1) If the Concessioner is required to provide employee housing under this Contract, the Concessioner's charges to its employees for this housing must be reasonable.

(2) If the visitor services required and/or authorized under this Contract are located in a remote or isolated area, the Concessioner shall provide appropriate employee recreational activities.

SEC. 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE

(a) Legal, Regulatory and Policy Compliance

This Contract, operations thereunder by the Concessioner and the administration of it by the Director, shall be subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this Contract at the Concessioner's sole cost and expense. Certain Applicable Laws governing protection of the environment are further described in this Contract. Certain Applicable Laws relating to nondiscrimination in employment and providing accessible facilities and services to the public are further described in this Contract.

(b) Notice

The Concessioner shall give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

(c) How and Where To Send Notice

All notices required by this Contract shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the Director shall be sent to the following address:

Superintendent

Glen Canyon National Recreation Area and Rainbow Bridge National Monument
P.O. Box 1507
691 Scenic View Drive
Page, AZ 86040

Notices sent to the Concessioner shall be sent to the following address:

[Concessioner name]
[Address]
[Attention:]

SEC. 6. ENVIRONMENTAL AND CULTURAL PROTECTION

(a) Environmental Management Objectives

The Concessioner shall meet the following environmental management objectives (hereinafter "Environmental Management Objectives") in the conduct of its operations under this Contract:

- (1) The Concessioner, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.
- (2) The Concessioner shall incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, acquisition, provision of visitor services, and other activities under this Contract.

(b) Environmental Management Program

(1) The Concessioner shall develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program (EMP) to achieve the Environmental Management Objectives. The initial EMP shall be developed and submitted to the Director for approval within sixty days of the effective date of this Contract. The Concessioner shall submit to the Director for approval a proposed updated EMP annually.

(2) The EMP shall account for all activities with potential environmental impacts conducted by the Concessioner or to which the Concessioner contributes. The scope and complexity of the EMP may vary based on the type, size and number of Concessioner activities under this Contract.

(3) The EMP shall include, without limitation, the following elements:

(i) Policy. The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.

(ii) Goals and Targets. The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall also identify specific targets (i.e. measurable results and schedules) to achieve these goals.

(iii) Responsibilities and Accountability. The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.

(iv) Documentation. The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.

(v) Documentation Control and Information Management System. The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMPs. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.

(vi) Reporting. The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this Contract.

(vii) Communication. The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.

(viii) Training. The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.

(ix) Monitoring, Measurement, and Corrective Action. The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, at least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

(c) Environmental Performance Measurement

The Concessioner shall be evaluated by the Director on its environmental performance under this Contract, including, without limitation, compliance with the approved EMP, on at least an annual basis.

(d) Environmental Data, Reports, Notifications, and Approvals

(1) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner shall submit to the Director, at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this Contract. The Concessioner shall obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner shall also submit to the Director, at least annually, an inventory of all waste streams generated by the Concessioner under this Contract. Such inventory shall include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

(2) Reports. The Concessioner shall submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner shall also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.

(3) Notification of Releases. The Concessioner shall give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area, (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.

(4) Notice of Violation. The Concessioner shall give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.

(5) Communication with Regulatory Agencies. The Concessioner shall provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner shall also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner shall allow the Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

(e) Corrective Action

(1) The Concessioner, at its sole cost and expense, shall promptly control and contain any discharge, release or threatened release, as set forth in this section, or any threatened or actual violation, as set forth in this section, arising in connection with the Concessioner's operations under this Contract, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge or violation, the Concessioner shall take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.

(2) Even if not specifically required by Applicable Laws, the Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessioner to ensure that the Area remains in good condition.

(f) Indemnification and Cost Recovery for Concessioner Environmental Activities

(1) The Concessioner shall indemnify the United States in accordance with Section 11 of this Contract from all losses, claims, damages, environmental injuries, expenses, response costs, allegations or judgments (including, without limitation, fines and penalties) and expenses (including, without limitation, attorneys fees and experts' fees) arising out of the activities of the Concessioner, its employees, agents and contractors pursuant to this section. Such indemnification shall survive termination or expiration of this Contract.

(2) If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner shall be liable for and shall pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section shall preclude the Concessioner from seeking to recover costs from a responsible third party.

(g) Weed and Pest Management

The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this Contract. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines established by the Director.

(h) Protection of Cultural and Archeological Resources

The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological

resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

SEC. 7. INTERPRETATION OF AREA RESOURCES

(a) Concessioner Obligations

(1) The Concessioner shall provide all visitor services in a manner that is consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive prospectuses.

(2) The Concessioner may assist in Area interpretation at the request of the Director to enhance visitor enjoyment of the Area. Any additional visitor services that may result from this assistance must be recognized in writing through written amendment of Section 3 of this Contract.

(3) The Concessioner is encouraged to develop interpretive materials or means to educate visitors about environmental programs or initiatives implemented by the Concessioner.

(b) Director Review of Content

The Concessioner must submit the proposed content of any interpretive programs, exhibits, displays or materials, regardless of media format (i.e. printed, electronic, or broadcast media), to the Director for review and approval prior to offering such programs, exhibits, displays or materials to Area visitors.

SEC. 8. CONCESSION FACILITIES USED IN OPERATION BY THE CONCESSIONER

(a) Assignment of Concession Facilities

(1) The Director hereby assigns Concession Facilities as described in Exhibit C to the Concessioner for the purposes of this Contract. The Concessioner shall not be authorized to construct any Capital Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands. The Concessioner shall not obtain a Leasehold Surrender Interest or other compensable interest in Capital Improvements constructed or installed in violation of this Contract.

(2) The Director shall from time to time amend Exhibit C to reflect changes in Concession Facilities assigned to the Concessioner.

(b) Concession Facilities Withdrawals

The Director may withdraw all or portions of these Concession Facilities assignments at any time during the term of this Contract if:

(1) The withdrawal is necessary for the purpose of conserving, preserving or protecting Area resources or visitor enjoyment or safety;

(2) The operations utilizing the assigned Concession Facilities have been terminated or suspended by the Director; or

(3) Land or real property improvements assigned to the Concessioner are no longer necessary for the concession operation.

(c) Effect of Withdrawal

Any permanent withdrawal of assigned Concession Facilities which the Director or the Concessioner considers to be essential for the Concessioner to provide the visitor services required by this Contract will be treated as a termination of this Contract pursuant to Section 15. No compensation is due the Concessioner in these circumstances.

(d) Right of Entry

The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this Contract for any purpose he may deem necessary for the administration of the Area.

(e) Personal Property

(1) Personal Property Provided by the Concessioner. The Concessioner shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this Contract, unless such personal property is provided by the Director as set forth in subsection (e)(2).

(2) Personal Property Provided by the Government. The Director may provide certain items of government personal property, including without limitation removable equipment, furniture and goods, for the Concessioner's use in the performance of this Contract. The Director hereby assigns government personal property listed in Exhibit D to the Concessioner as of the effective date of this Contract. This Exhibit D will be modified from time to time by the Director as items may be withdrawn or additional items added. The Concessioner shall be accountable to the Director for the government personal property assigned to it and shall be responsible for maintaining the property as necessary to keep it in good and operable condition. If the property ceases to be serviceable, it shall be returned to the Director for disposition.

(f) Condition of Concession Facilities

The Concessioner has inspected the Concession Facilities and any assigned government personal property, is thoroughly acquainted with their condition, and accepts the Concession Facilities, and any assigned government personal property, "as is."

(g) Utilities

(1) The Director may provide utilities to the Concessioner for use in connection with the operations required or authorized hereunder when available and at rates to be determined in accordance with Applicable Laws.

(2) If the Director does not provide utilities to the Concessioner, the Concessioner shall, with the written approval of the Director and under any requirements that the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area.

SEC. 9. MAINTENANCE

(a) Maintenance Obligation

Subject to the limitations set forth in Section 8(a)(1) of this Contract, the Concessioner shall be solely responsible for maintenance, repairs, housekeeping, and groundskeeping for all Concession Facilities to the satisfaction of the Director.

(b) Maintenance Plan

For these purposes, the Director, acting through the Superintendent, shall undertake appropriate inspections, and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan is set forth in Exhibit E. The Director in his discretion may make reasonable modifications to the Maintenance Plan from

time to time after consultation with the Concessioner. Such modifications shall be in furtherance of the purposes of this Contract and shall not be inconsistent with the terms and conditions of the main body of this Contract.

SEC. 10. FEES

(a) Franchise Fee

(1) For the term of this Contract, the Concessioner shall pay to the Director for the privileges granted under this Contract a franchise fee equal to three percent (3%) of the Concessioner's gross receipts for the preceding year or portion of a year.

(2) Neither the Concessioner nor the Director shall have a right to an adjustment of the fees except as provided below. The Concessioner has no right to waiver of the fee under any circumstances.

(b) Payments Due

(1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month.

(2) The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments shall be offset against the following year's fees. In the event of termination or expiration of this Contract, overpayments will first be offset against any amounts due and owing the Government and the remainder will be paid to the Concessioner.

(3) All franchise fee payments consisting of \$10,000 or more, shall be deposited by the Concessioner in accordance with Applicable Laws.

(c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

(d) Adjustment of Franchise Fee

(1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase "extraordinary, unanticipated changes" shall mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase "probable value" means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.

(2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the

possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.

(3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.

(4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.

(5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.

(6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director shall each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel shall establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.

(7) The arbitration panel shall consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.

(8) Any adjustment to the franchise fee resulting from this section shall be prospective only.

(9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.

(10) During the pendency of the process described in this section, the Concessioner shall continue to make the established franchise fee payments required by this Contract.

SEC. 11. INDEMNIFICATION AND INSURANCE

(a) Indemnification

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or contractors under this Contract. This indemnification shall survive the termination or expiration of this Contract.

(b) Insurance in General

(1) The Concessioner shall obtain and maintain during the entire term of this Contract at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of this Contract as determined by the Director. The initial insurance requirements are set forth below and in Exhibit F. Any

changed or additional requirements that the Director determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances. The Director shall approve the types and amounts of insurance coverage purchased by the Concessioner.

(2) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(3) At the request of the Director, the Concessioner shall at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section.

The Concessioner shall provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

(c) Commercial Public Liability

(1) The Concessioner shall provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.

(2) This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract, as more specifically set forth in Exhibit F. Furthermore, the commercial general liability package shall provide no less than the coverages and limits described in Exhibit F.

(3) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the United States of America is named an additional insured.

(4) From time to time, as conditions in the insurance industry warrant, the Director may modify Exhibit F to revise the minimum required limits or to require additional types of insurance, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

(d) Property Insurance

(1) In the event of damage or destruction, the Concessioner will repair or replace those Concession Facilities and personal property utilized by the Concessioner in the performance of the Concessioner's obligations under this Contract.

(2) For this purpose, the Concessioner shall provide fire and extended insurance coverage on Concession Facilities for all or part of their replacement cost as specified in Exhibit F in amounts no less than the Director may require during the term of the Contract. The minimum values currently in effect are set forth in Exhibit F.

(3) Commercial property insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear.

(4) In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concession Facilities and/or personal property utilized in the Concessioner's operations under this Contract, as directed by the Director. Policies may not contain provisions limiting insurance proceeds to in situ replacement. The lien provision of Section 12 shall apply to such insurance proceeds. The Concessioner

shall not be relieved of its obligations under subsection (d)(1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property.

(5) Insurance policies that cover Concession Facilities shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States, unless the damage exceeds \$1,000,000. The use of insurance proceeds for repair or replacement of Concession Facilities will not alter their character as properties of the United States and, notwithstanding any provision of this Contract to the contrary, the Concessioner shall gain no ownership, Leasehold Surrender Interest or other compensable interest as a result of the use of these insurance proceeds.

(6) The commercial property package shall include the coverages and amounts described in Exhibit F.

SEC. 12. BONDS AND LIEN

(a) Bonds

The Director may require the Concessioner to furnish appropriate forms of bonds in amounts reasonable in the circumstances and acceptable to the Director, in order to ensure faithful performance of the Concessioner's obligations under this Contract.

(b) Lien

As additional security for the faithful performance by the Concessioner of its obligations under this Contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe any such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the Contract hereunder within the Area.

SEC. 13. ACCOUNTING RECORDS AND REPORTS

(a) Accounting System

(1) The Concessioner shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this Contract, including but not limited to the Concessioner's repair and maintenance obligations. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are \$250,000 or more, the Concessioner must use the accrual accounting method.

(3) In computing net profits for any purposes of this Contract, the Concessioner shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Contract by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

(b) Annual Financial Report

(1) The Concessioner shall submit annually as soon as possible but not later than one hundred twenty (120) days after the last day of its fiscal year a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").

(2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(3) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services (SSARS) and procedures promulgated by the American Institute of Certified Public Accountants.

(4) If annual gross receipts are less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

(c) Other Financial Reports

Balance Sheet. Within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner shall submit to the Director a balance sheet as of the beginning date of the term of this Contract. The balance sheet shall be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

SEC. 14. OTHER REPORTING REQUIREMENTS

The following describes certain other reports required under this Contract:

(a) Insurance Certification

As specified in Section 11, the Concessioner shall, at the request of the Director, provide the Director with a Certificate of Insurance for all insurance coverages related to its operations under this Contract. The Concessioner shall give the Director immediate written notice of any material change in its insurance program, including without limitation, any cancellation of required insurance coverages.

(b) Environmental Reporting

The Concessioner shall submit environmental reports as specified in Section 6 of this Contract, and as otherwise required by the Director under the terms of this Contract.

(c) Miscellaneous Reports and Data

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

SEC. 15. SUSPENSION, TERMINATION, OR EXPIRATION

(a) Suspension

The Director may temporarily suspend operations under this Contract in whole or in part in order to protect Area visitors or to protect, conserve and preserve Area resources. No compensation of any nature shall be due the Concessioner by the Director in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension.

(b) Termination

(1) The Director may terminate this Contract at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit visitor services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this Contract if the Director determines that the Concessioner has materially breached any requirement of this Contract, including, but not limited to, the

requirement to maintain and operate visitor services to the satisfaction of the Director, the requirement to provide only those visitor services required or authorized by the Director pursuant to this Contract, the requirement to pay the established franchise fee, the requirement to prepare and comply with an Environmental Management Program and the requirement to comply with Applicable Laws.

(3) In the event of a breach of the Contract, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the Contract for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 15(a).

(4) The Director may terminate this Contract upon the filing or the execution of a petition in bankruptcy by or against the Concessioner, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Concessioner for the benefit of creditors, a petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. The Director may terminate this Contract if the Director determines that the Concessioner is unable to perform the terms of Contract due to bankruptcy or insolvency.

(5) Termination of this Contract for any reason shall be by written notice to the Concessioner.

(c) Notice of Bankruptcy or Insolvency

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this Contract is not a lease but an executory contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365.

(d) Requirements in the Event of Termination or Expiration

(1) In the event of termination of this Contract for any reason or expiration of this Contract, no compensation of any nature shall be due the Concessioner in the event of a termination or expiration of this Contract, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area,

remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this Contract, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this Contract for any reason or its expiration (unless the Director in particular circumstances requires immediate removal). No compensation is due the Concessioner from the Director or a successor concessioner for the Concessioner's personal property used in operations under this Contract. However, the Director or a successor concessioner may purchase such personal property from the Concessioner subject to mutually agreed upon terms. Personal property not removed from the Area by the Concessioner in accordance with the terms of this Contract shall be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner, in accordance with Applicable Laws. Any cost or expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws.

(3) To avoid interruption of services to the public upon termination of this Contract for any reason, or upon its expiration, the Concessioner, upon the request of the Director, shall consent to the use by another operator of the Concessioner's personal property, excluding inventories if any, not including current or intangible assets, for a period of time not to exceed one (1) year from the date of such termination or expiration. The other operator shall pay the Concessioner an annual fee for use of such property, prorated for the period of use, in the amount of the annual depreciation of such property, plus a return on the book value of such property equal to the prime lending rate, as published by the Federal Reserve System Board of Governors, effective on the date the operator assumes managerial and operational responsibilities. In such circumstances, the method of depreciation applied shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return, whichever is less. To avoid interruption of services to the public upon termination of this Contract for any reason or its expiration, the Concessioner shall, if requested by the Director, sell its existing inventory to another operator at the purchase price as shown on applicable invoices.

(4) Prior to and upon the expiration or termination of this Contract for any reason, and, in the event that the Concessioner is not to continue the operations authorized under this Contract after its expiration or termination, the Concessioner shall comply with all applicable requirements of Exhibit G to this Contract, "Transition to New Concessioner." This section and Exhibit G shall survive the expiration or termination of this Contract.

SEC. 16. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS

(a) This Contract is subject to the requirements of Applicable Laws, including, without limitation, 36 CFR Part 51, with respect to proposed assignments and encumbrances, as those terms are defined by Applicable Laws. Failure by the Concessioner to comply with Applicable Laws is a material breach of this Contract for which the Director may terminate this Contract for default. The Director shall not be obliged to recognize any right of any person or entity to an interest in this Contract of any nature or operating rights under this Contract, if obtained in violation of Applicable Laws.

(b) The Concessioner shall advise any person(s) or entity proposing to enter into a transaction which may be subject to Applicable Laws, including without limitation, 36 CFR Part 51, of the requirements of Applicable Law and this Contract.

SEC. 17. GENERAL PROVISIONS

(a) The Director and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to the records of the Concessioner as provided by the terms of Applicable Laws.

(b) All information required to be submitted to the Director by the Concessioner pursuant to this Contract is subject to public release by the Director to the extent provided by Applicable Laws.

(c) Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this Contract are not permitted.

(d) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this Contract.

(e) Any and all taxes or assessments of any nature that may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(f) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract but this restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.

(g) This Contract is subject to the provisions of 2 C.F.R. Part 1400, as applicable, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

(h) This Contract contains the sole and entire agreement of the parties, except for survival of the Concessioner's commitments as set forth in its Offeror's Transmittal Letter in response to the solicitation for this Contract. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.

(i) This Contract does not grant rights or benefits of any nature to any third party.

(j) The invalidity of a specific provision of this Contract shall not affect the validity of the remaining provisions of this Contract.

(k) Waiver by the Director or the Concessioner of any breach of any of the terms of this Contract by the other party shall not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract shall not be deemed to be a waiver of any preceding breach of any term of the Contract.

(l) Claims against the Director (to the extent subject to 28 U.S.C. 2514) arising from this Contract shall be forfeited to the Director by any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

(m) Nothing contained in this Contract shall be construed as binding the Director to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Contract, or to involve the Director in any contract or other obligation for the future expenditure of money in excess of such appropriations.

SEC. 18. NATIONAL PARK SERVICE TRADEMARK LICENSE

(a) License Grant

The unique nature of a National Park Service concession blends commercial enterprise with the treasured historic, cultural, and, natural assets that the Director is responsible for protecting. The Director hereby grants

to the Concessioner a royalty-free, non-exclusive, non-transferable license to use the marks as listed in Exhibit H ("Marks"), for use solely to carry out the services described under this Contract in manner that promotes National Park Service goals and values as stated herein. The Concessioner has the right to sub-license Marks in order to carry out services described under this Contract upon written approval of the Director and under same or substantially similar terms as contained herein. Any use of any Mark intended to identify the National Park Service, or one of the Concession Facilities, shall inure to the benefit of the National Park Service. This license shall cease upon termination or expiration of the Contract, or as otherwise determined by the Director or by law. This license does not constitute a compensable interest to the Concessioner.

(b) Quality Control and Goodwill

The Concessioner acknowledges that the maintenance of the high quality of the services, materials, products, and merchandise produced, sold or otherwise prepared for public dissemination pursuant to or in order to carry out services required under this Contract, as well as the control by the Director over their nature, quality, and manner of delivery or distribution, are material conditions of this Contract. The Concessioner shall maintain the distinctiveness of the Marks, the image of the National Park Service brand, and the image and high quality of the services, materials, products, and merchandise bearing the Marks licensed herein. Marks may be used and appear together with other marks used in connection with concession-related goods and services but must stand by themselves. The Concessioner shall immediately cease use of a Mark used in association with the services provided under this Contract on request of the National Park Service.

(c) Rights and Ownership

The Concessioner acknowledges that the National Park Service is the sole and exclusive owner of all right, title and interest in and to its Marks, including those licensed under this agreement, as well as to all combinations, forms, and derivatives which must be approved by the Director. The Concessioner further acknowledges, represents and warrants that it has not acquired and shall not acquire (whether by operation of law, by this Contract, or otherwise) any right, title, interest or ownership (collectively "Ownership Rights") in or to any National Park Service Marks or any part thereof. Should any Ownership Rights become vested in the Concessioner, the Concessioner agrees to assign, and hereby assigns, all such Ownership Rights to the Director free of consideration. The Concessioner shall immediately provide and execute all documents reasonably requested by the Director to effectuate and record each such assignment. The Concessioner shall not, during the term or at any time thereafter, do anything which, in the Director's sole judgment, could in any way damage the validity and subsistence of the Marks. The Concessioner shall not attack, dispute, or challenge the National Park Service's Ownership Rights in or to the Marks or the validity of this Contract, nor shall the Concessioner assist others in so doing.

In Witness Whereof, the duly authorized representatives of the parties have executed this Contract on the dates shown below.

CONCESSIONER

By _____
[Name of signer]
[Title of signer]
[Company name]

DATE: _____, 20__

[Corporation]

ATTEST:

By _____
[Name of signer]
[Title of signer]

DATE: _____, 20__

[Sole Proprietorship/Partnership/Limited Liability Company]

WITNESSES:

NAME _____
[Name of signer]

ADDRESS _____

DATE: _____, 20__

UNITED STATES OF AMERICA

By _____
Sue E. Masica
IMR Director, National Park Service

DATE: _____, 20__

NAME _____
[Name of signer]

ADDRESS _____

DATE: _____, 20__

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1) Introduction

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

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

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

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

2) Management Responsibilities**A) Concessioner**

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

B) National Park Service

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

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

3) General Operating Standards and Requirements

The Concessioner must provide all services in a consistent, environmentally sensitive, and high quality manner. The Concessioner must operate in accordance with the operating standards as defined by the Service.

A) Schedule of Operation

- (1) The Concessioner must provide all services year-round. The Concessioner must annually submit a written schedule of proposed opening and closing times for all services by November 1 for the upcoming year for the Superintendent's approval. The schedule must specify when hours will change from core (low season) hours to extended (peak season) hours. All services must be open within core hours of operation during holidays.
- (2) The Concessioner must prominently display hours of operation within its Concession Facilities and on its website. The Concessioner must operate all services in accordance with the specified and posted hours of operation.
- (3) The Service will give reasonable notice of any schedule changes that it may initiate. Weather, maintenance needs, budgetary decisions, and emergencies may cause specific dates or hours of operations or access to locations to fluctuate. The Service will provide public notification of changes in the Area's operating hours or periods of closure. The Concessioner must ensure its public information is up to date, including by providing a link on its website to the Area's website, here: www.nps.gov/glca.

B) Rate Determination and Approval

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) the Section's requirements regarding approval by the Service of the rates and charges set. The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The Service determines reasonableness of rates based upon current concession management guidelines. Service rate approval methods are subject to change. Rates and charges under this Contract must be determined, unless the Service specifies a different rate determination, using the methodologies set out below and as defined in the Concession Management Rate Administration Guide 2017 ("Rate Administration Guide") as it may be amended, supplemented, or superseded throughout the term of this Contract.
- (2) *Rate Methods.* The Concessioner must set or submit all rate requests in accordance with the Rate Administration Guide. The currently approved rate methods are as follows.
 - (a) Retail. The Service will approve rates for merchandise in accordance with Manufacturer Suggested Retail Price or Competitive Market Declaration (CMD) guidelines.
 - (b) Convenience Items. The Service will approve rates for convenience items in accordance with Manufacturer's Suggested Retail Price or the Markup method.
 - (c) Recreation Vehicle (RV) Park. The Service will approve rates for RV Park service based on the Direct Comparability method.
 - (d) Fuel Service. The Service will approve rates for fuel based on the Markup method.
 - (e) Showers. The Service will approve rates for shower services based on the Direct Comparability method.
 - (f) Food and Beverage (authorized service). The Service will approve rates for food and beverage based on the Core Menu method. The Concessioner must submit a recommendation list and the Service will decide which products are "core" to the operation. The Concessioner must price Core Menu items using the comparability process. The Concessioner may set the price for non-core items on what the market will bear. All menus are subject to Service approval prior to finalization.
 - (g) Transportation (authorized services—chase boat and backhaul). The Service will approve rates for transportation services based on the Direct Comparability method.
 - (h) Guide services (authorized services). The Service will approve rates for guide services on the Direct Comparability method.
 - (i) Equipment Rental and Repair (authorized services). The Service will approve rates for guide services on the Direct Comparability method.
- (3) *Rate Approval*
 - (a) Annual Rate Change Requests. The Concessioner must submit all requests for rate changes in writing, by November 1, for the upcoming year. All rate increase requests must be made in accordance with the Rate Administration Guide and provide information to substantiate

the requested rate in sufficient detail for the Service to replicate results using the applicable methodology specified in the Rate Administration Guide.

- (b) Approval Timing. The Service will approve, disapprove, or adjust rates and will inform the Concessioner in writing within 45 days of the rate request submittal. If the Service needs a longer response period, the Service will inform the Concessioner of the altered response date.
- (c) Approved Rate Posting. The Concessioner must make approved rates for goods and services available to visitors on its website as well as on-site.
- (4) *Reduced Rates and Discounts*
 - (a) The Concessioner must discount the price of an item or service if the Concessioner offers the item at less than the optimum condition because of diminished quality, poor service, or other conditions. This should not be construed as condoning shortages, poor service, or running out of items on a regular basis and should be used only in unavoidable situations.
 - (b) The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors", with written approval of the Superintendent. In implementing such a discount, the Concessioner must publicize the availability of the discount and clearly define the following: parameters of the group, to what items or services the discount would apply, and what identification the customer would be required to show to receive the discount.
 - (c) The Concessioner may not provide Service employees or their families with reduced rates or discounts unless those same reduced rates or discounts are available to the public.
- (5) *Rate Compliance*
 - (a) The Service checks rate compliance during periodic operation evaluations throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Superintendent.
 - (b) The Concessioner must ensure no published or posted rates exceed the maximum rate approved by the Service. This includes the Concessioner website.

C) Purchasing

- (1) *Prompt Payment*. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, guests, employees, and others.
- (2) *Competitive Purchasing*. The Concessioner may purchase goods from a facility operated or owned by the Concessioner or a parent company.
- (3) *Discounts*. The Concessioner must take advantage of all available trade, cash and quantity discounts and rebates, whenever feasible, and pass them through to the consumer or the operation.
- (4) *Environmental*. The Concessioner must purchase environmentally friendly products whenever available and feasible.
- (5) *Local Purchasing*. The Service encourages sourcing and purchasing of local products, where feasible.

D) Evaluations

- (1) *Concessioner's Monitoring Program*. The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental management, impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract including all of its Exhibits, and other operational performance standards as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies.
- (2) *Service Concession Review Program*. The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the NPS Concession Review Program. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities, or the Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management,

property, documentation, facilities, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner will be considered in determining the Concessioner's rating.

(3) *Service Inspections and Audits*

(a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational and maintenance standards, including of government-assigned personal property, as well as the following:

- Safety and Fire Prevention. In addition to the risk management component of periodic Service evaluations, the Service may conduct safety and fire prevention inspections of the Concession Facilities and operations over the course of the Contract term.
- Public Health. Service staff may conduct spot checks of key indicators of compliance with U.S. Food Code as part of periodic evaluation inspections.
- Animal Pest Exclusion. The Service will evaluate whether the Concessioner is in compliance with Service's Pest Exclusion standards.
- Accessibility. The Concessioner is responsible for understanding and complying with accessibility application laws and contract terms. The Service will review a list of key accessibility requirements for Concession Facilities and operations.
- Healthy and Sustainable Food. The Service will evaluate the Concessioner's food and beverage operational compliance with the NPS Healthy Food Choice Standards (required) and Sustainable Food Choice Guidelines (recommended). If applicable, the Concessioner must submit a Food Safety Plan within 60 days of the Contract effective date and updated annually by March 1.

(b) Public Health Inspections. If applicable, a representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. These evaluations will be conducted in accordance with Service Public Health Service procedures based upon the U.S. Food Code.

(c) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.

(d) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations which may consider issues such as vector control and exclusion practices, pesticide application practices, and others.

(e) Informational and Interpretive Materials Review. The Service may evaluate the Concessioner's informational and interpretive materials to ensure appropriateness, accuracy, quality, and the relationship to Area Fundamental Resources and Values in addition to service-specific reviews that occur during periodic evaluations. (For a definition of "Area Fundamental Resources and Values", see Attachment 1: Interpretive Themes for Glen Canyon National Recreation Area and Rainbow Bridge National Monument, from the Foundation Document Overview).

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

(4) *Annual Overall Rating*. The Service will determine and provide the Concessioner by April 1 each year an Annual Overall Rating Report based upon the Service's evaluation of the Concessioner's contract compliance and performance for the preceding calendar year. The Annual Overall Rating will consist of the following individual reports and include a score and rating.

(a) Administrative Compliance Report. The Administrative Compliance Report and rating considers Contract compliance criteria, including timely and accurate submission of the annual financial report, franchise fees, proof of insurance, and promotional materials.

- (b) Operational Performance Report. The Operational Performance Report and rating considers individual periodic operational evaluations.
 - (c) Public Health Program Evaluation Report, if applicable. 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 evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this report.
 - (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 Concessioner 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. The evaluation will consider the Concessioner's performance in maintaining the Concession Facilities assigned under the Contract in accordance with Exhibit E (Maintenance Plan), Service Policy and standards, and Applicable Law.
- (5) *Visitor Satisfaction and Monitoring*. The Concessioner must maintain a visitor satisfaction program to measure service and quality standards, product mix, pricing and overall Area experience.
- (a) The Concessioner must provide an adequate inventory of Service-approved comment cards to visitors at visible and accessible locations within the Concession Facilities. Additionally, the Concessioner may use an internet-based or electronic system for visitors to provide comments about the Concession operations. This system must be capable of creating reports and summaries of electronically submitted comments.
 - (b) Visitor Satisfaction Monthly Summary. The Concessioner must forward to the Service within fifteen (15) days of the last day of each month a summary of all comments and complaints received on comment cards, letter, email, or other internet-based or electronic system.
 - (c) The Concessioner must promptly provide to the Service visitor comments that allege misconduct by Concession or Service employees, pertain to the safety of visitors or Concessioner or Service employees, or concern the protection of Area resources.
 - (d) The Concessioner must investigate and make an initial response to all visitor complaints regarding the Concession Facilities and its services within 48 hours of receipt. The Concessioner must provide the Service with copies of the Concessioner's response to complaints as soon as possible, and within a maximum of five days of the response.
 - (e) The Service will forward to the Concessioner any comments and complaints received regarding the Concession Facilities or services. The Service will provide the Concessioner with copies of its responses to comments or complaints about Concession operations.

E) General Policies

- (1) *Facility Use*. The Concessioner must only use assigned facilities for activities that directly and exclusively support the visitor services required and authorized by the Concession Contract. The Concessioner is solely responsible for maintenance, repairs, housekeeping, and grounds keeping for the assigned facilities to the satisfaction of the Service.
 - (a) Quiet Hours. The Concessioner must enforce quiet hours between the hours of 10:00 p.m. and 6:00 a.m. in all Concession overnight facilities.
 - (b) Smoking Policy. Smoking, including the use of e-cigarettes, is prohibited inside all Concession Facilities, including in outdoor areas within twenty-five (25) feet of air intake ducts, windows, doorways, and bay doors. The Concessioner must post notices in all public areas as necessary. The Concessioner must designate employee smoking areas and provide appropriate receptacles and training to ensure cigarette butts are disposed of properly.

- (c) Light Pollution. In keeping with the International Dark Sky Association's Dark Sky Park Guidelines, any fixture above 500 initial lumens must be fully shielded and emit no light at or above the horizontal plane. If unshielded light fixtures are used, the use of timers and/or curfews must be employed to minimize impact. The correlated color temperature (CCT) of all lamps shall not exceed 3000k. A CCT of 2000k or less is recommended to minimize the impact on most wildlife. The Concessioner must provide adequate exterior illumination to ensure safety but must also ensure lighting does not contribute to night light pollution.
- (2) *Accessibility*
 - (a) The Concessioner must comply with the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). Facilities that are either newly constructed or are renovated must meet accessibility requirements.
 - (b) Service Dog Policy. The Concessioner must submit a service dog policy that complies with all Applicable Laws for review within 60 days of the Contract effective date and by November 1, if updated.
- (3) *Lost and Found*. The Concessioner must establish and provide an effective program (plan) for handling lost and found or unattended property in Concession Facilities. The Concessioner must submit the plan to the GLCA Commercial Services Office for review and approval within 60 days of the Contract effective date, and thereafter on an annual basis, by November 1, if changes occur. Any changes to the plan are also subject to prior review and approval.
 - (a) Procedures for the handling of lost and found property must conform to Directors Order (D.O.) 44 and 41 CFR 102-41. Information relating to these documents can be found online or upon request of the Service.
 - (b) The Concessioner's lost and found procedures and operation are subject to audit by the Service.
 - (c) If an item is found outside of the Concessioner's land assignment, the finder will be instructed to take such items to the nearest Service visitor center or ranger station.
 - (d) Items that are not claimed by the owner or eligible finder within 60 days will be considered abandoned to the United States and will be disposed of or kept in accordance with 41 CFR 102-41. No Service or Concession employee or members of their immediate family may take for personal use or consume any found or abandoned property.
- (4) *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 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.
- (5) *Possession of Firearms*
 - (a) The Concessioner is responsible for determining how it will interpret and implement State firearm possession laws in regard to its visitors. The Concessioner should consult the Utah state attorney general's office with regard to relevant state firearms laws.
 - (b) Concessioner employees may not possess firearms while on duty. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner.
 - (c) The Concessioner must provide the Service its written policy articulating how it will implement this law in regard to its operation for review and approval within 60 days of the Contract effective date. The policy should also include a plan for management of public firearm possession in regard to concession activities.
- (6) *Accepted Forms of Payment*. In addition to U.S. currency, money orders, and traveler's checks, the Concessioner must honor, at a minimum, government-issued credits cards and all major credit and debit cards – American Express, Visa, MasterCard, and Discover.
- (7) *Vehicles and Vessels*

- (a) Licensing, Insurance, Maintenance, and Registration. The Concessioner must keep all vehicles it uses properly registered, licensed, insured, and maintained in accordance with Applicable Laws.
- (b) Drivers. Operators of all Concessioner owned, hired and non-owned vehicles must have a valid state operator's license for the size and class of vehicle driven.
- (c) The Concessioner must comply with all applicable U.S. Coast Guard inspection and licensing requirements for commercial passenger service on vessels.
- (d) Identification. The Concessioner must ensure that its vehicles discreetly display the Concessioner name and logo. All lettering should be no larger than three and one half inches in height. The Concessioner must maintain a database identifying all vehicles and must update that database annually and provide it to the Service no later than December 31.
- (8) *Deliveries*. Delivery trucks and delivery times at all Concession Facilities should not interfere with business operations during peak visitor times of day. Deliveries should use non-public areas to the maximum extent possible. Idling by delivery trucks is not permitted.
- (9) *Interactions with Wildlife*. The Service prohibits feeding and harassing of wildlife within all units of the National Park System. The Concessioner must control and contain food and liquid supplies, laundry, waste containers, and storage areas within Concession Facilities to avoid attracting wildlife and pests.
- (10) *Music*. If the Concessioner plays music for the public or where the public can hear it, the volume must be at a level that allows people to easily converse without raising their voices.
- (11) *Volunteers in the Park (VIP) Program*. The Concessioner must encourage and permit its employees to participate in the Area's Volunteers in Parks (VIP) program.

F) Human Resources Management

- (1) *Employee Identification and Appearance*. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude.
 - (a) The Concessioner must issue all employees an employee photo identification card that includes their name and an expiration date based on the employee's anticipated departure date. Each employee must carry his or her identification card while in the Area. The Concessioner must collect identification cards upon termination of employment or at the end of the season for seasonal employees.
 - (b) While on duty, every Concessioner employee must wear a personal nametag and identifiable uniform or uniform/standardized clothing.
- (2) *Area Entrance Passes*
 - (a) Concessioner must work with the GLCA Commercial Services Office to obtain the necessary vehicle/vessel and/or employee passes for employees who work within the Area.
 - (b) The Concessioner must work with the Commercial Services Office to obtain contractor or vendor permits.
- (3) *Employee List*
 - (a) Management. The Concessioner must submit to the Service a list of the names, job titles, and contact information (on-site and after hours) for all managers within 60 days of the Contract effective date. The Concessioner must indicate a primary and secondary management contact in case of emergencies.
 - (b) All Personnel. The Concessioner must submit to the Service annually a list of names and job titles of all its employees, permanent and seasonal, by May 1.
 - (c) The Concessioner must update these lists with any changes on a monthly basis.
- (4) *Employee Hiring Procedures*
 - (a) General Manager. The Concessioner must employ a general manager who is located on-site and responsible for the successful implementation of the terms required by the Contract. The general manager should have an extensive background as a general manager of a portfolio of retail and/or convenience store management, lodging/campground management, and service station management. Food and beverage operations, and guide

- operations management is a plus. This background should include demonstrated experience in sales promotion, and vendor, customer, and staff relations.
- (b) Staffing Requirements. The Concessioner must hire a minimum of two employees during core hour operations to ensure satisfactory visitor services throughout the year. The Concessioner must hire a minimum of four employees during extended hour operations to ensure the RV Park, campgrounds and the gas station/retail store are open and properly staffed during peak season. The Concessioner must meet all applicable requirements of the United States Department of Labor.
- (c) Background Checks. The Concessioner must establish hiring policies that include appropriate background reviews of applicants for employment.
- The Concessioner must submit its hiring policies for the review and approval of the Superintendent within 30 days following the Contract effective date. If the Concessioner amends these policies substantively, it must submit the amendment for the review and approval of the Superintendent. The Concessioner may coordinate with the Service to assist in securing background information prior to hiring new employees. The Concessioner must make appropriate hiring decisions in consideration of the information obtained.
 - The Concessioner may not retain an employee showing any active wants or warrants (current fugitive from justice). When the Concessioner learns that an employee is the subject of an active warrant, the Concessioner must immediately notify the Chief Ranger by calling Glen Canyon Communications Center at 928-608-6301, or the Chief Ranger's Office at 928-608-6253.
 - The Concessioner must immediately notify the Service law enforcement office if a background check shows an employee is required to register as a sexual or violent offender.
- (d) Driver Requirements. Drivers of delivery trucks or passenger carrying vehicles must have a valid state operator's license for the size and class of vehicle being driven.
- (e) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. Should the Concessioner learn of illegal drug use by its employees within the Area, the Concessioner must report the use and subsequent action taken by the Concessioner to the Chief Ranger by calling Glen Canyon Communications Center at 928-608-6301, or the Chief Ranger's Office at 928-608-6253. The Concessioner must ensure that employees in safety sensitive positions, such as employee shuttle van drivers, participate in random drug testing and must make proof of testing available to the Service upon request.
- (f) Employment of Service Employees or their Family Members
- The Concessioner must not employ in any status a Service employee, his or her spouse, or his or her dependent child without prior Superintendent written approval. Potential employees who meet this description must submit a written request to the Service, as found in an Attachment to this Operating Plan. If approval is given, the Concessioner must retain the approved request as part of the employee's personnel file.
 - The Concessioner may not employ in any status the Superintendent, Deputy Superintendent, Concessions Management staff, Risk Management Officer, or Public Health Service Consultant, or spouses or dependent children of these individuals.
- (g) Service Notification. The Concessioner must promptly respond to law enforcement officer requests for the purposes of criminal investigation employee information such as: full name, DOB, SSN, photo, address, phone, e-mail address, location working in the Area, current position, supervisor's name and contact information, employee ID number, and information contained in security logs.
- (5) Employee Training. The Concessioner must provide appropriate formal and ongoing job training to each employee prior to duty assignments and provide refresher training as applicable or required.

- (a) Review Programs. Annually, the Concessioner must inform its employees of the Concessioner's Monitoring Program and the Service's Concession Review Program. The Concessioner must ensure managers and supervisors understand their responsibilities regarding compliance and participation in these programs.
 - (b) Orientation. The Concessioner must provide orientation and training for each employee.
 - The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and/or living within the Area, including potential safety hazards and their mitigation.
 - The Concessioner must orient its employees to the primary visitor facilities and basic facts regarding the principal natural and cultural resources of the Area.
 - The Concessioner must train employees on the necessity of wildlife-proofing food and water sources, such as ensuring waste containers are secured, spills are cleaned up, and fences, gates, and garage doors are closed. Employees must also know how and to whom they should report possible concerns, including bee or wasp swarms, termites or household pests inside buildings, and evidence of wildlife nesting or denning on or under buildings.
 - (c) Job Training. The Concessioner must train its employees to ensure each has the knowledge and skills needed and appropriate to the duties he or she will be assigned, including:
 - *Customer Service*. The Concessioner must provide customer service training for employees who have direct visitor contact to ensure employees provide accurate information and behave appropriately.
 - *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 Applicable Laws, including without limitation the current edition of the Food Code as published by the U.S. Food and Drug Administration.
 - *Safety Training*. The Concessioner must train its employees according to the training requirements in its Risk Management Plan. The Concessioner must provide training to each employee about potential dangers of heat, weather (lightning and flash floods), wildlife encounters (including snakes and scorpions), and the process for reporting incidents with habituated wildlife.
 - *Environmental Training*. The Concessioner must train its employees according to the training requirements in its Environmental Management Program.
 - (d) Employee Handbook. The Concessioner must provide all employees with a copy of the Concessioner's employee handbook, which will specifically identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of its employee handbooks to the Superintendent for a 30-day period of review prior to distribution to employees to assure consistency with all Area rules and regulations. When updated, the Service must review changes.
 - (6) *Employee Conduct*. The Concessioner must develop a quality control program to ensure that employees provide high levels of visitor service in a manner consistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner must take actions as appropriate to fully correct an employee's deficiency, misconduct, or disregard for applicable policies or standards.
- G) Public Relations and Providing Area Information**
- The Concessioner and their employees must be able to accurately inform and educate the public on many topics throughout all phases of their operations. This will include, but not limited to answering visitor questions, educational signage on sales merchandise, and targeted 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
Glen Canyon National Recreation Area
P.O. Box 1507
Page, AZ 86040
glca_superintendent@nps.gov

- (2) *Area Knowledge*. Employees must demonstrate their knowledge of Area resources to communicate with visitors. At minimum, Area knowledge must include the basic layout of the Area, locations of each Visitor Center, typical driving time between Area locations, most popular hiking trails, and general warnings and restrictions intended to ensure visitor safety, such as those related to dehydration, hypothermia, hyperthermia, water dangers and wildlife interactions.
- (3) *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 Fundamental Resources and Values and topics such as resource protection, appreciation of Service values, and Service goals. The Concessioner must include informational messages and comment cards inside the Hite retail store. The Concessioner must submit any new or updated materials to the Service for review and approval at least 30 days prior to publication or distribution.
 - (b) Locations. The Concessioner must integrate Area Fundamental Resources and Values into the interior decor of the Hite retail store.
 - (c) Signs. The Concessioner must ensure all signs, including those containing interpretive information, are professionally made, not hand-printed, and kept clean and well maintained. All signs will be subject to Service review and approval.
- (4) *Advertisements and Promotional Material*
 - (a) Approval. The Superintendent must approve all promotional material prior to publication, distribution, broadcast, installation, etc. The Concessioner must submit their promotional material to the Service at least 30 days prior to publication, distribution, or broadcast. The Superintendent may require the Concessioner to remove all unapproved promotional material.
 - (b) Promotional material distributed within the Area is restricted to services and facilities within the Area, unless the Superintendent approves exceptions.
 - (c) Promotional material may be displayed at approved locations within Area visitor centers as well as locations within the Concession Facilities and internet web sites, as approved by the Superintendent.
 - (d) Statements in Promotional Materials
 - Advertisements for the Concessioner must include either the Authorized Concessioner Mark or a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Glen Canyon National Recreational Area.
 - Advertisements for employment must state that the Concessioner is an equal opportunity employer.
 - (e) Marketing Methods. The Concessioner must use a variety of marketing tools in order to reach diverse populations of all ages, including, but not limited to, websites, social media, and paper publications (i.e. brochures, newspaper, etc.).
 - The Concessioner must maintain an internet website, which includes, at a minimum, a description of its visitor services, rates, policies, and a link to the National Park Service website.

- Social media pages must be monitored for offensive postings or inappropriate activities; and offensive, inappropriate, or inaccurate postings must be removed immediately upon discovery.
- (5) *Use of National Park Service Authorized Concessioner Mark (Mark)*. The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner." The Concessioner must comply with the guidelines for use of the Mark, including the request to use the Mark, as provided on the NPS Commercial Services website, here: https://concessions.nps.gov/tools_others.htm.
- (6) *Media Inquiries*. The Concessioner must refer all media inquiries to the Service Public Information Officer (PIO) at 928-608-6202. This includes all interviews, inquiries concerning operations within the Area, questions about the Area, or requests for information concerning any incidents occurring within the Area. However, media requests to visit the facilities assigned to the Concessioner to view, film or report on Concessioner operations may be done following a courtesy notification to the Public Information Officer.

H) Environmental Management Program

- (1) The Concessioner must comply with the Service Environmental Management Standards for Concessioners located on the NPS Commercial Services website at: https://www.nps.gov/commercialservices/docs/concessioner%20tools/Environ_Mgmt_Program_S_tds.pdf
- (a) The Concessioner must develop, document, and implement an Environmental Management Program (EMP) in accordance with Section 6 of the Contract and the *Service Environmental Management Standards*.
 - (b) The Concessioner must submit to the Service an initial EMP within 60 days of the Contract effective date and an updated EMP annually, by December 1.
 - (c) The Concessioner must submit to the Service a summary of its EMP performance for the previous calendar year, by December 1, annually.
- (2) Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.

I) Risk Management Program

- (1) The Concessioner must develop, maintain, and implement its own documented Risk Management Program (RMP). A sample is available on the Commercial Services website at: https://concessions.nps.gov/docs/concessioner%20tools/Risk_Mgmt_Program_Sample.pdf.
- (a) The Concessioner must submit its initial RMP to the Superintendent within 120 days of the Contract effective date and annually thereafter by December 1.
 - (b) The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.
 - (c) The Concessioner is encouraged to train or to allow employees to attend emergency medical training, including CPR and Basic First Aid courses.
- (2) *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 assigned area in regard to safety concerns.
- (3) *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 incurred during the previous calendar year. The report must include a comparison to that year's data to previous years. This report is due by December 1 each year.

J) Protection and Emergency Services

- (1) *Security*
- (a) Concessioner Responsibility: The Concessioner will assume security responsibilities for Concession Facilities on a 24-hour, 7-day per week schedule. Concessioner-employed

security personnel will enforce the Concessioner's employee policies and housing regulations.

- *Authority.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors and employees. They have no authority to take law enforcement action or to carry firearms.
- *Reporting Criminal Violations:* The Concessioner will implement standard operating procedures that result in the immediate reporting, by phone call, of all suspected and known criminal violations to the Glen Canyon Communication Center at (928) 608-6301 or by calling 911.

(b) Service Responsibility:

- *Authority.* The Service has jurisdiction on all Area lands and facilities including law enforcement, search and rescue, emergency medical services, public health and structural fire. The Service provides resource, employee and visitor protection and will conduct law enforcement patrols within the Concession Facilities.
- The Service provides law enforcement services for issues that extend beyond the appropriate duties of Concessioner security personnel.

(2) *Structural Fire Prevention, Protection, and Suppression*

(a) The Service and the Concessioner provide fire protection jointly, with primary responsibility lying with the Service.

(b) Concessioner: The Concessioner must ensure that all Concession Facilities meet applicable federal, state and local codes and that fire detection and appropriate suppression equipment is available, operated, and maintained in accordance with applicable NFPA standards. The Concessioner must complete Fire and Life Safety inspections of all assigned areas within 30 days of initial occupancy and annually thereafter.

- The Concessioner has the responsibility of annual structural fire inspections of Concession Facilities.
- The Concessioner has the responsibility of providing fire extinguishers for the Concession Facilities. This responsibility extends to include certified annual fire extinguisher inspection and monthly fire extinguisher checks.
- The Concessioner will designate a structural fire manager to ensure the Concessioner's compliance with its responsibilities.
- Neither the Concessioner, nor its employees, may tamper with smoke or fire detectors, fire extinguishers, sprinklers, and other safety equipment.
- The Concessioner may allow employees to volunteer with the NPS fire department. The Concessioner may determine if an employee cannot volunteer. The Concessioner must allow volunteer fire fighters to leave their work positions to respond to fire emergencies when needed.

(c) Service: The Service will monitor compliance with quality assurance safety checks.

- The Service provides emergency response fire protection services to the Concessioner.
- The Service will provide the appropriate equipment and training to volunteer fire fighters.

(3) *Emergency Medical Care.* The Service provides initial response to emergency medical situations. Concession employees may provide emergency medical care only to the level of their certification.

(a) The Concessioner must train all its employees in proper emergency reporting procedures.

(b) The Concessioner must maintain at least one Automated External Defibrillator (AED) in a visible, accessible location at the Hite Store. The Concessioner must train relevant employees to administer appropriate use of these devices in emergency situations.

(c) The Concessioner is encouraged to allow employees to attend emergency medical training, including CPR and First Aid courses.

(d) First Aid Kit Requirements. The Concessioner must have first aid kits at appropriate locations throughout the Area.

4) Utilities and Waste Disposal**A) Concessioner Responsibility**

- (1) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service, such as telephone, internet, and fuel services.
- (2) The Concessioner must promptly pay for any utility or service, whether provided by governmental authority or independent suppliers.
- (3) The Concessioner must remove large items, such as mattresses, fixtures, appliances, and grease from the Area at its own expense.
- (4) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals.

B) Service Responsibility

- (1) The Service provides to the Concessioner the following utilities: refuse collection, water, electricity and sewage. Refuse collection means the Service will collect garbage from dumpsters throughout the Area and haul the contents to the landfill. The Service will charge the Concessioner on a monthly basis for these services in accordance with current regulations and policies.
- (2) The Service will establish rates for these utilities annually, based on a yearly review of actual operating costs for utilities, and notify the Concessioner in writing at least 90 days prior to rate changes. 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.

5) Specific Operating Standards and Requirements

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

A) Retail

- (1) *Standards.* Retail Standards are listed on form 10-RET under Service Standards and Periodic Evaluations on the NPS Commercial Services Website (link above). Additional standards and requirements are below.
- (2) *General Retail Requirements*
 - (a) Required Retail Merchandise. The Concessioner must provide a range of merchandise including souvenirs, Authentic Native Handicrafts, convenience items, groceries, camper/hiker supplies/biker supplies, apparel, firewood and propane exchange. The Concessioner must provide at a minimum:
 - A broad variety of gifts and souvenirs at a range of price points that provide visitors with opportunities to buy memorabilia representative of their visit to the Area.
 - Made in USA, including products made in Utah and Authentic Native Handicrafts from tribes affiliated to the Area, such as Ute or Navajo. 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. That is, 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.
 - Handcrafted items representing Area and regional themes made by local artists.
 - Refillable water bottles.
 - Accessories for visitors' comfort and safety while outdoors, such as sunglasses, hats, and light jackets.
 - Groceries that include, but are not limited to, fresh produce, dairy, meats, eggs, packaged and frozen products, household items, personal care items, and snack foods.

- Visitor Convenience Items, at a minimum must include sunscreen, lip balm, single-dose over-the-counter medications, soap, toothpaste, diapers, feminine hygiene products, insect repellent, and batteries in a range of sizes.
 - Propane exchange service.
- (b) Décor and Merchandising. The Concessioner must integrate Area Fundamental Resources and Values into the interior décor and merchandise selection, and merchandise generally must contribute to the understanding of the Area and related environmental and cultural values. Merchandise selection must provide a balanced representation of the Area's Fundamental Resources and Values without one value or theme dominating others.
- (c) Authentic Native Handicrafts. The Concessioner must ensure that all Authentic Native Handicrafts have appropriate certification, in accordance with all Applicable Laws and Regulations, including: Indian Arts and Crafts Act of 1990, 25 U.S.C. 305. The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of Authentic Native Handicraft items in accordance with Service policy. These records will 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.
- (d) Prohibited Retail Merchandise. The Service may prohibit the sale of any merchandise in the Area determined inappropriate and unacceptable for sale. In addition to the prohibited items listed in the standards, the Concessioner must not sell or display the following items:
- Items that may, by their nature, encourage violation of Service and Area regulations including collecting kits, birdseed, and wildflower or plant seeds.
 - Archaeological artifacts, specimens, or objects over 100 years old and paleontological specimens, including intact fossils, regardless of their origin, (Reproductions of artifacts and specimens permitted, but must be clearly and properly labeled.)
 - Weapons and ammunition, including toy versions of firearms, knives, and bow and arrow sets
- (e) Operating Schedule. The retail store at Hite must maintain core hours from 9:30 a.m. to 5:30 p.m., 7-days per week, at minimum, with extended hours during periods of high visitation.
- (f) Vending. If the Concessioner desires to have a vending option for visitors, the Service will evaluate vending service as part of its evaluation of retail services. The Concessioner must locate the vending machines in areas convenient to the public and subject to Service approval. In addition to service standards included in the 10-RET form, the Concessioner must comply with the following requirements.
- The Concessioner must use machines with a design and color that complement the aesthetics of the building and surroundings. The machines must be adequately illuminated, but will not contribute to night light pollution.
 - The Concessioner must keep all machines clean, properly stocked, and in good working condition.
 - *Signs*. The Concessioner must post signs that direct visitors where to go to seek a refund or other assistance. The Concessioner must post signs on any vending machine that is temporarily out-of-service. The Concessioner may post signs on vending machines that contain information reflective of Area Fundamental Resources and Values or are generic in nature.
 - *Automated Teller Machines (ATMs), if applicable*. Any income received must be included in gross receipts. The Concessioner must submit all rate requests for ATM service in accordance with NPS guidelines.
- (3) Concessioner's Merchandise Plan. The Concessioner must develop and implement a merchandise plan that incorporates the Area Fundamental Resources and Values, Service guidelines, Service standards, environmental issues, and educational themes, as well as the standards stated in this Operating Plan.

- (a) The Concessioner's merchandise plan provides a concrete set of steps to achieving the Concessioner's business goals and meeting the Service's standards. It also may serve as a useful training tool for concession employees. It must include the following by retail location:
 - Sales mix and types of merchandise, including gifts, souvenirs, convenience items, groceries, supplies, apparel, and vending
 - How merchandise relates to operating standards and Area Fundamental Resources and Values
 - Display standards, including interpretive and educational messaging, and stocking requirements
 - Finding, purchasing, displaying, and selling Made in USA products, local Authentic Native Handicrafts, and local artists' handicrafts.
- (b) The Concessioner must submit its merchandise plan to the Service for review and approval no later than 60 days following the Contract effective date.
- (4) *Internet sales.* Sale of any merchandise that is provided onsite that occurs via the internet is considered revenue for calculating gross receipts under the terms of the Draft Contract. The Concessioner may design a website to promote its business and provide an online portal for internet sales or rentals.
- (5) *Exclusions to Service Specific Operating Standards.* The Service will evaluate the Concessioner on all the 10-RET standards.
- (6) *Inclusion.* Even though the Hite Store provides multiple services in the same building, the Service will evaluate the facility's overall exterior and interior as part of the Retail inspection and record comments on the 10-RET standards.
- (7) *Additional General Standards*
 - (a) The Superintendent has the right to review and approve all merchandise sold in the Area. At the discretion of the Superintendent, certain items may be determined to be inappropriate and unacceptable for sale. The Superintendent may request that the Concessioner sell particular items.
 - (b) The Concessioner cannot display and sell retail items outside of the stores and service stations unless approved by the Superintendent.
 - (c) Packaged alcohol sales. With applicable Utah State licensing, the Concessioner may sell liquor, beer, and wine at the stores and beer and wine at the service stations during prescribed hours of operation. Under Utah Department of Alcohol and Beverage Control regulations, the sale of alcoholic beverages to persons under 21 years of age is prohibited.
 - (d) Fitting Rooms. Fitting rooms are not required; however, when provided, fitting rooms must meet the Service retail standards on form 10-RET.
- (8) *Telephone Services*
 - (a) The Concessioner must provide and maintain a landline based phone at the Hite Convenience Store and allow public use to make emergency calls 24 hours a day.
 - (b) The Concessioner must ensure the phone is in working order and take immediate steps to get it repaired or replaced if out-of-order.
- (9) *Fishing Permits.* The Concessioner may assist the State in selling fishing permits to visitors in accordance with Utah State Law. Commissions or other revenue derived, above the purchase price of these permits, must be reported as part of retail gross receipts.
- B) Fuel Service Station**
 - (1) *Standards.* See the Commercial Services Website (link above) for the Automobile Service Standards (10-AUT). As the Concessioner provides multiple services at the same facility, the Service will evaluate the facility's overall exterior and interior as part of the Retail inspection and record comments on the 10-RET evaluation form. Additional standards and requirements are below.
 - (2) *Minimum Services*

- (a) General Description. The Concessioner will provide unleaded 87 and 91-octane gasoline and diesel fuel at 2 self-service dispensers at the Hite Store. Fuel service must be available 24-hours per day.
 - (b) Other fuel and automotive products. The Concessioner must also provide as part of its associated retail operations at each site the sale of exchangeable propane canisters, oil, lubricants, and other routine automotive products. The Concessioner may provide a propane tank filling service at the Hite Store.
 - (c) The Concessioner must provide a tire air pump. This service may be free or coin operated. If not free, revenue from the tire filling station must be included in gross receipts.
- (3) *Additional General Standards*
- (a) Free standing displays are prohibited on Pump Islands.
 - (b) The Concessioner must meet all Service, U.S. Environmental Protection Agency (EPA), and Utah Department of Environmental Quality (UDEQ) standards.
 - (c) Spill Prevention Control and Countermeasures Plan. The Concessioner must have a Spill Prevention Control and Countermeasures Plan, which it will submit to the Superintendent for review and approval within 90 days of effective date of the Contract. This Plan will define training for service station personnel on spill prevention control and countermeasures and emergency response procedures. The Concessioner will provide adequate spill containment equipment at each service station.
 - In the event of a spill, the Concessioner must immediately notify the Glen Canyon Communications Center at 928-608-6301.
 - Fuel dispensers must have nozzles that shut off automatically. Each hose is equipped with a breakaway device should a visitor drive away with the nozzle attached to their car. Breakaway nozzles snap apart but contain a spring-activated valve that shuts off the nozzle to prevent any fuel spill or dispensing from the hose.
 - Each dispenser must have fire/shear valves. Should a vehicle hit one of the dispensers, the valve must automatically close eliminating any fuel spillage.
 - (d) Fuel tank inventories. Fuel tank inventories must be measured daily by location management staff. Book inventory must be compared, adjusted and balanced against actual on-hand inventory. Daily figures must be compared to the previous three days' readings to double check for errors of transposition, incorrect gauge table use, etc. All discrepancies must be documented.
 - (e) Commercial Fuel Deliveries. The Concessioner must comply with all Applicable Laws including, without limitation, 40 C.F.R. § 280.30. The Concessioner must observe the following procedures:
 - All fill ports must remain locked at all times, except when filling tanks.
 - The fuel vendor must contact the Concessioner for access to fuel port.
 - All fuel trucks must be equipped with latching connectors that lock the delivery hose to the tank fill port and must carry spill containment and absorption material.
 - Prior to fueling, the Concessioner must verify the quantity of fuel ordered through the tank records before the vendor may begin dispensing.
 - Drivers must measure the tanks both prior and upon completion of filling using a set of reverse tank gauge tables.
 - Upon completion, the fuel vendor representative must contact the Concessioner before leaving the Area.
 - After filling, the Concessioner must ensure the fill port is locked and that no spills have occurred.
 - Delivery trucks and delivery times at Concession Facilities will not interfere with business operations.
- (4) *Exclusions to Service Specific Operating Standards*. The Service will not evaluate the Concessioner on the following standards:

- (a) Standards 1-10 –Automobile Service Station Exterior – The Service will evaluate the building and associated parking areas as part of the retail operation.
- (b) Standards 23-34 – Automobile Service Station Interior – The Service will evaluate the building interior as part of the retail operation.
- (c) Standards 35-46, 50 – Automobile Repair is not authorized.
- (d) Standard 55 – Towing is not authorized.
- (e) Standard 56-57 – The Service will evaluate the retail operations separately.

C) Recreational Vehicle (RV) Park

- (1) *Standards.* See the Commercial Services Website (link above) for the Campground Service Standards (10-CAM). Additional standards and requirements are below.
- (2) *Minimum Services*
 - (a) General Description. The Concessioner must maintain a minimum of 16 RV campsites. Each site must include water, sewage, and electrical hook-ups, as well as barbeques/fire rings and picnic tables. If an RV is too large to fit in one site, the Concessioner may charge for two sites.
 - (b) Registration. An employee must be available daily for guest services and check-in between the hours of 9:30 a.m. to 5:30 p.m., at minimum, with extended hours during periods of high visitation. The location of where RV renters should register must be clearly marked and the employee must be at that location.
 - The Concessioner may accept pre-paid reservations up to 180 days in advance for up to eight (8) sites according to a Service approved reservation system. All other sites must be available first-come, first-served.
 - The Concessioner must ensure the maximum length of stay per person or party of the same individuals, whether private, commercial, or non-profit, is 14 consecutive nights and 28 nights per calendar year.
 - (c) The Concessioner may reserve up to three (3) sites for use by staff/employees. They must be sites 15, 16 or 17.
 - (d) Additional requirements. The Concessioner must enforce and notify campers of the Area's Campground Regulations, including the following:
 - Campsite limit is eight people per site. Groups of more than eight must occupy and pay for an additional site.
 - Camping is permitted only in designated sites. Tent camping is not permitted in the RV Park.
 - Quiet hours are 10:00 p.m. to 6:00 a.m. This prohibition includes generator use and idling vehicles.
 - Wheeled vehicles and bicycles must stay on pavement or designated roads.
 - All wastewater and garbage must be disposed of properly and not dumped on the ground.
 - Pets must be physically controlled and attended at all times. Pet owners are required to immediately remove and properly dispose of fecal matter deposited by their pets. Deposit bag of fecal matter in a dumpster.
 - Washing dishes, clothing, or brushing teeth at outside campground spigots is prohibited.
 - Charcoal grills and gas grills are permissible, provided they are attended at all times.
 - All food items and items animals perceive as food, including toothpaste, soap, deodorant, and trash, must be stored inside a vehicle or in an animal-proof food storage container. Coolers or food boxes must not be left outdoors unattended.
 - Be prepared for gusty winds and secure personal property, like chairs or shade structures, when not in use.
 - All plants, animals, minerals, and historic artifacts are protected within the Area. Visitors must not destroy, injure, deface, dig, collect or otherwise disturb any park resources, including plants and animals (dead or alive), fossils, rocks, or artifacts.

- (e) Closures. The Concessioner must comply with all closures requested by the Service. Closures may occur due to flood, fire, or wildlife activity.
- (3) *Exclusions to Service Specific Operating Standards*. The Service will not evaluate the Concessioner on the following standards:
 - (a) Standards 1 – 44 Facility Standards. The Service will evaluate the registration facilities in the store as part of its evaluation of other operations.
 - (b) Standard 58 – Propane. The Service will evaluate this service as part of other operations.
 - (c) Standard 59 - Firewood. The Service will evaluate this service as part of other operations.
 - (d) Standard 60 – Ice/Vending - The Service will evaluate this service as part of other operations.

D) Developed and Improved Campgrounds

- (1) *Standards*. See the Commercial Services Website (link above) for the Campground Service Standards (10-CAM). Additional standards and requirements are below.
- (2) *Minimum Services*
 - (a) Developed Campgrounds A and B. The Concessioner must maintain a minimum of 16 developed campsites. The Concessioner must maintain the Developed Campgrounds and sites. The Service will provide in each campground parking areas for each campsite, water, tent pad, picnic tables, fire rings, and designation markers.
 - (b) Improved Campground. The Concessioner must maintain a minimum of 40 sites in the Improved Campground. The Improved Campground has no water. The Service will provide a picnic table, fire ring, designation marker, and designated parking at each site.
 - (c) Comfort Station. Concessioner must clean and stock the interior of the Comfort Station with toilet paper, paper towels, hand sanitizer and anti-bacterial hand soap a minimum of two times per day from April 1 to Nov 1 (more often as need demands) and once per day from Nov 2 to Mar 31 (more often as need demands).
 - (d) Registration. An employee must be available daily for guest services between the hours of 9:30 a.m. to 5:30 p.m., at minimum, with extended hours during periods of high visitation. The location of where campers should register must be clearly marked and the employee must be at that location.
 - The Concessioner may accept pre-paid reservations up to 180 days in advance for up to 10 developed and 20 improved sites according to a Service approved reservation system. All other sites must be available first-come, first-served.
 - The Concessioner must ensure the maximum length of stay per person or party of the same individuals, whether private, commercial, or non-profit, is 14 consecutive nights and 28 nights per calendar year.
 - (e) Additional requirements. The Concessioner must enforce and notify campers of the Area's Campground Regulations, including the following:
 - Campsite limit is eight people per site. Groups of more than eight must occupy and pay for an additional site.
 - Camping is permitted only in designated sites. Tent camping is not permitted in the RV Park.
 - Quiet hours are 10:00 p.m. to 6:00 a.m. This prohibition includes generator use and idling vehicles.
 - Wheeled vehicles and bicycles must stay on pavement or designated roads.
 - All wastewater and garbage must be disposed of properly and not dumped on the ground.
 - Pets must be physically controlled and attended at all times. Pet owners are required to immediately remove and properly dispose of fecal matter deposited by their pets. Deposit bag of fecal matter in a dumpster.
 - Washing dishes, clothing, or brushing teeth at outside campground spigots is prohibited.
 - Charcoal grills and gas grills are permissible, provided they are attended at all times.

- All food items and items animals perceive as food, including toothpaste, soap, deodorant, and trash, must be stored inside a vehicle or in an animal-proof food storage container. Coolers or food boxes must not be left outdoors unattended.
 - Be prepared for gusty winds and secure personal property, like chairs or shade structures, when not in use.
 - All plants, animals, minerals, and historic artifacts are protected within the Area. Visitors must not destroy, injure, deface, dig, collect or otherwise disturb any park resources, including plants and animals (dead or alive), fossils, rocks, or artifacts.
- (f) Closures. The Concessioner must comply with all closures requested by the Service. Closures may occur due to flood, fire, or wildlife activity.
- (3) *Exclusions to Service Specific Operating Standards*. The Service will not evaluate the Concessioner on the following standards:
- (a) Standards 1 – 33 Facility Standards. The Service will evaluate the registration facilities as part of its evaluation of other operations.
 - (b) Standards 43-44 Public Information. The Service will not evaluate these standards as they are not applicable.
 - (c) Standards 45 – 56 Site Infrastructure. The Service will not evaluate any of these as they do not apply to the Unimproved Campground. The Service will not evaluate nos. 46, 48-51, and 54, as they do not apply to the Improved Campground.
 - (d) Standards 57-63 Site Amenities. The Service will evaluate 58-60 as part of other operations, and the rest are not applicable.
 - (e) Standard 87 – Employee Housing Area. This is excluded because there is no assigned Employee Housing Area.

E) **Authorized Services**

Should the Concessioner choose to operate any of the authorized services, the Service will provide the Concessioner with the applicable standards prior to authorizing the new service. Once the new service is approved, the Service will incorporate the applicable standards into this Operating Plan.

6) **Concessioner Reporting Requirements**

A) **Concessioner Operational Reporting**

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

- (1) *Incident Report*. The Concessioner must immediately report the following to the Chief Ranger's Office, an Area Law Enforcement Ranger or to the Glen Canyon Communications Center (928) 608-6301 (or 911), and to the Superintendent or GLCA Commercial Services Liaison as soon as it is feasible. The Concessioner must provide a monthly incident report to the Service by the 15th day of each following month:
 - (a) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300.
 - (b) Other incidents that may affect Area resources (e.g., fires, hazardous material spills) or violation of state and federal law.
 - (c) Any motor vehicle accident resulting in property damage, personal injury or death;
 - (d) When the 911 system is activated.
- (2) *Human Illness Report*. Any suspected outbreak of human illness, whether employees or visitors, must be reported to the Superintendent immediately. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water, food sources, or other adverse environmental conditions.

- (3) *Operational Performance Report.* The Concessioner must provide a monthly operational performance report to the Service by the 15th day of each following month and an annual report prior to February 1 of the following year. 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) Campground– For each site type

- Sites available and occupied
- Average daily rate
- Total guest count
- Average length of stay

(b) Retail

- Gross revenue
- Number of in store/retail transactions
- Revenue by merchandise category (e.g. Authentic Native Handicrafts, gifts and souvenirs, general merchandise, convenience, grocery, apparel)
- Average revenue (\$) per retail check
- Revenue and number of transactions from the ATM machine
- Revenue from Vending machines
- Revenue from Online sales

(c) RV Park

- Gross revenue
- Sites available and occupied
- Average daily rate
- Total guest count
- Average length of stay

(d) Fuel Service Station – For each location

- Gross revenue
- Number of gallons sold for each type of fuel
- Average revenue (\$) per transaction

B) Concessioner Financial Reporting

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

- (1) *Concessioner Fiscal Year.* Within 30 days of the Contract effective date, the Concessioner must submit to the Service a statement of its fiscal year.
- (2) *Franchise Fee Payments.* No later than the 15th day of each month, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday), the Concessioner must:
 - (a) Make payments due to the Service through electronic funds transfers via the U.S. Treasury Pre-Authorized Debit (PAD)
 - (b) Submit a Monthly Financial Report electronically, in the form prescribed by the Service to the Superintendent
 - (c) Notify via email the Superintendent or his or her designee of the date and amount of franchise fee payment
- (3) *Utility Expenses.* The Concessioner must report all utility expenses on its AFR.
- (4) *Insurance Certificates.* At the minimum, 14 days prior to commencing operations and annually thereafter by March 1, the Concessioner must submit to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract.

C) Summary of Initial and Recurring Due Dates

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

(1) Reporting Requirements of Concessioner to NPS: Initial, As Updated, or As Needed Requirements

Title	Schedule	Due Date
Concessioner Fiscal Year	Initial	Within 30 days of the Contract effective date
List of Employees, including Management	Initial and as updated	Within 30 days of the Contract effective date and as updated
Rate Approvals	Initial and annually	Initially and annually by November 1
Certificate of Insurance	Initial and Annually	14 days prior to commencing operations; annually
Fire & Life Safety Inspections	Initial and Annually	within 30 days of initial occupancy and annually thereafter
Environmental Management Program	Initial and Annually	Within 60 days of the Contract effective date, updated annually on December 1
External Regulatory Agencies	As needed	As soon as possible, but not later than ten days after receipt
Food Safety Plan	Initial	Within 60 days of the Contract effective date
Risk Management Plan	Initial and Annually	Within 120 days of the Contract effective date and updates due annually by December 1
Merchandise Plan	Initial	Within 120 days of the Contract effective date
Informational, Interpretive and Promotional Materials	Initial and as updated	At least 30 days prior to publication and/or distribution
Uniform Standards	Initial and as updated	Prior to implementation
Employee Handbook	Initial and as updated	30 days prior to distribution
Visitor comment cards	Initial and as updated	As soon as developed and prior to distribution
Visitor complaints	As needed	Initial response to visitors within 48 hours, copy of response to Service within 5 days
Lost and Found items	As needed	
Request for use of the Mark	Initial	Prior to use

(2) Reporting Requirements of Concessioner to NPS: Annual and Monthly

Title	Schedule	Due Date
Employee Accident/Injury Analysis	Annually	December 1
Certificates of Insurance	Annually	March 1 and upon renewal
Rate Change Request	Annually	November 1
Annual Financial Report	Annually	120 days after last day of the Fiscal Year
Environmental Management Program updates	Annually	December 1
EMP Summary of Performance	Annually	December 1
Operational Performance (Visitor Use Statistics) Summary Report	Annually	February 1
Risk Management Plan	Annually	December 1
List of all personnel	Annually	May 1
Franchise Fee (electronic deposit)	Monthly	By the 15 th day after the final day of each month of operation
Franchise Fee Report	Monthly	By the 15 th day after the final day of each month of operation
Incident Report (personal injury, property damage, fire, spills)	Monthly	By the 15 th day after the final day of each month of operation

Title	Schedule	Due Date
Operational Performance Report of visitor use (spreadsheet form)	Monthly	By the 15 th day after the final day of each month of operation
Visitor Satisfaction Monitoring (comments and complaints from cards and internet)	Monthly	By the 15 th day after the final day of each month of operation

7) Attachment 1: Interpretive Themes for Glen Canyon National Recreation Area and Rainbow Bridge National Monument

The following is from the Area's Foundation Document overview and defines the Area's Fundamental Resources and Values.

- A) The following interpretive themes have been identified for Glen Canyon National Recreation Area
 - (1) The land and water features of Glen Canyon National Recreation Area provide a remarkable variety of opportunities to satisfy our hunger for adventure, discovery, and recreation.
 - (2) The dramatic landscape of Glen Canyon lays bare the geological portrait of Earth, which reveals the ancient history of rock, water, and life on the Colorado Plateau with nearly limitless opportunities for research and personal revelation.
 - (3) From the first native peoples to contemporary societies, thousands of years of human history along the Colorado River illuminates the intricate web of relationships between peoples, their interaction with the landscape, and the results that shape cultural exchange, create conflict, achieve progress, command choice, and deliver consequences.
 - (4) Environments within Glen Canyon remind us that much of life is hidden to casual observation—and entice us to slow our pace and more intimately observe the subtle intricacies and adaptations of both plant and animal communities.
- B) The following interpretive themes have been identified for Rainbow Bridge National Monument.
 - (1) Rainbow Bridge is one of the largest known natural bridges in the world, a symbol of strength, balance, and change that spans geologic time.
 - (2) For many indigenous peoples in the Four Corners region, Rainbow Bridge is a spiritually occupied landscape that is inseparable from their cultural identities and traditional beliefs.
 - (3) Even in a landscape of dramatic and distinctive features, the immense presence of Rainbow Bridge often inspires the strong desire to both see and protect it.
 - (4) Though remote and in some ways difficult to access, the uniqueness of Rainbow Bridge has inspired many people over time to make the journey and experience its grandeur.

EXHIBIT B**NONDISCRIMINATION****SEC. 1 REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC****(a) Employment**

During the performance of this Contract the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) The Concessioner will comply with all provisions of Executive Order 13658- Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, which are incorporated by reference into this Contract as if fully set forth in this Contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

(8) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in

whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) The Concessioner will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

(b) Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this Contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this Contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this Contract, and for that purpose the term "Contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

(c) Facilities

(1) Definitions: As used herein:

- (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (ii) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

- (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disabling condition;
- (ii) discriminating by segregation or other means against any person.

SEC. 2 ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

(a) Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

(b) Existing Facilities

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT C**ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS
(CONCESSION FACILITIES)****Land Assigned**

Land is assigned in accordance with the boundaries shown on the following map[s]:

Real Property Improvements Assigned

The following real property improvements are assigned to the Concessioner for use in conducting its operations under this Contract:

Asset Code	Asset Description	Asset Type	Unit of Measure	Qty	Date Built or Installed	Historic (Y or N)	Insurance Replacement Value
39387	Hite Campground Comfort Station	4100	SF	TBD**	1998	N	TBD**
47968	Hite Campgrounds (Improved CG A, Improved CG B and Unimproved CG)	3100	AC	TBD**	1995	N	TBD**
85706	Hite Village Store\Gas Station (Concessions HI2)	4100	SF	2420	1968	N	\$469,577
240334	Hite Sandblast Bldg (IRV Includes Sand Blast Pad)	4100	SF	208	1991	N	\$45,976
240337	Hite Village Store Fuel System	5700	GAL	24,000	1988	N	\$236,473
240341	Hite RV Park	3100	AC	TBD**	2010	N	TBD**
240343	Hite Dry Storage Area Maintained Landscaped	3100	AC	4.6	1966	N	

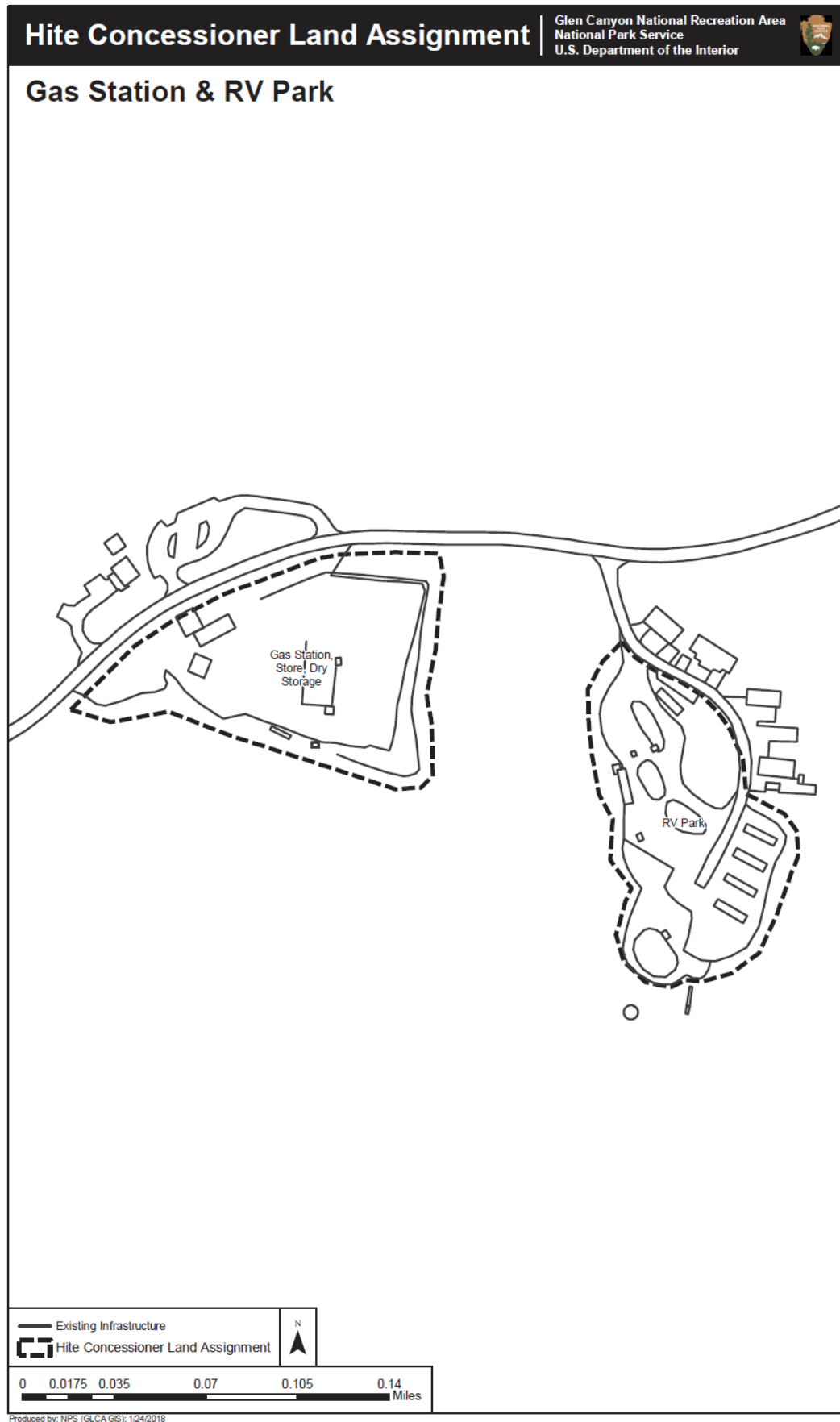
** Please note: The lack of value for an asset in the column for Insurance Replacement Value does not relieve the Concessioner of its obligation to insure the asset according to the terms of this Contract.*

***TBD will be entered before contract award.*

Approved, effective _____, 20____

By: _____
Sue E. Masica
Regional Director, Intermountain Region





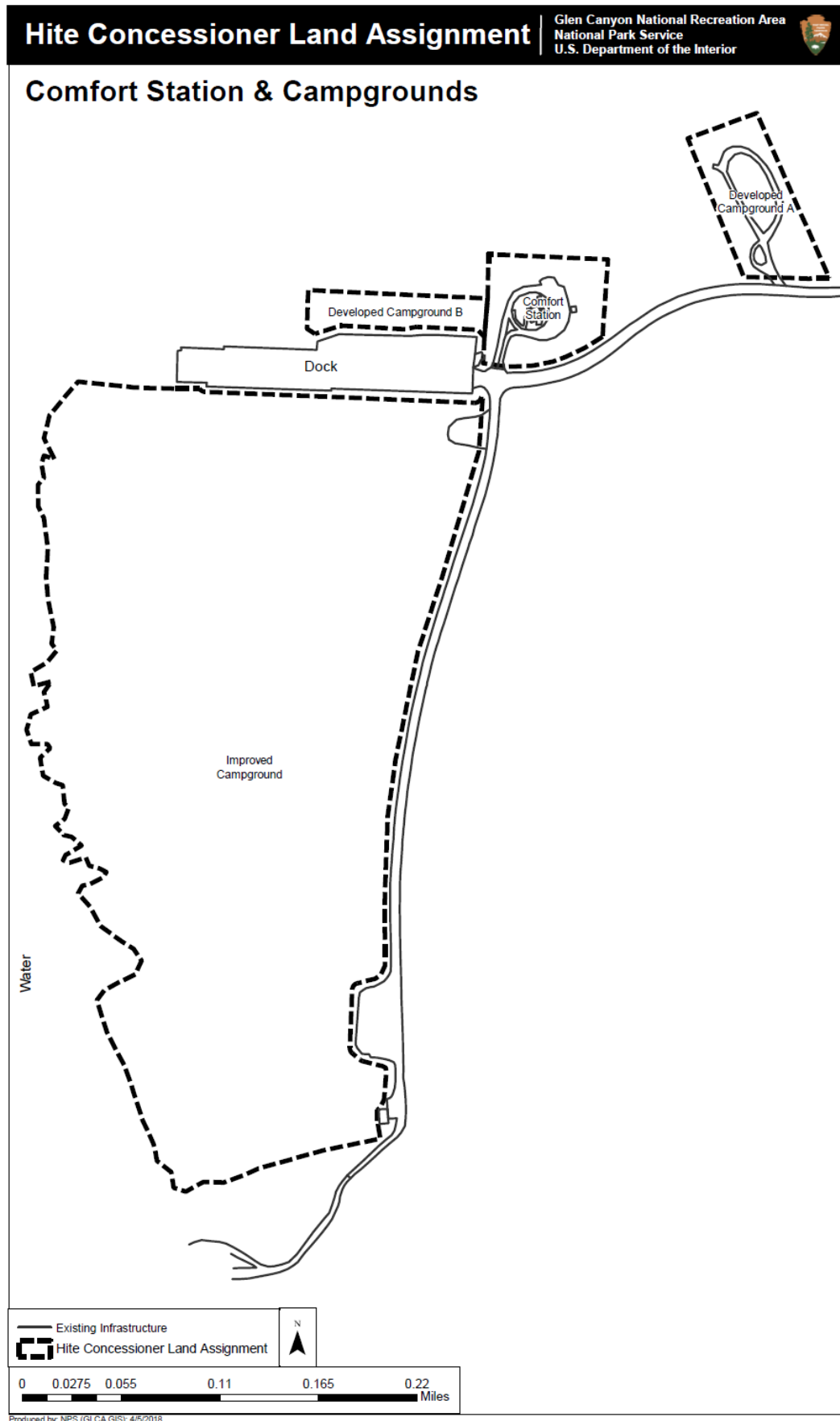


EXHIBIT D**ASSIGNED GOVERNMENT PERSONAL PROPERTY**

Government personal property is assigned to the Concessioner for the purposes of this Contract as follows:

Property Number	Description of Item
Hite Village Store	Fuel Dispensers at Convenience Store
FMSS LOC: 240337	
	Includes:
	Auto Diesel Hose
	91 Octane Hose
	87 Octane Hose

Approved, effective _____, 2018

By: _____
Sue E. Masica
Regional Director, Intermountain Region

EXHIBIT E
MAINTENANCE PLAN
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EXHIBIT E MAINTENANCE PLAN

1) INTRODUCTION

This Maintenance Plan between (*insert concessioner name*) (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Glen Canyon National Recreation Area (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the main body of the Contract and this Maintenance Plan, the terms of the Contract, including its amendments, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This plan will remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of this Contract.

PART A – GENERAL STANDARDS

2) General Concession Facilities Standards

Pursuant to the Contract, the Concessioner must maintain the Concession Facilities in a manner that is acceptable to the Service. This Maintenance Plan defines the necessary standards and the Facility Management relationship between the Concessioner and the Service. Both the Concessioner and the Service have specific responsibilities as outlined in the Contract and this plan. Importantly, the Contract prohibits the Concessioner from constructing or installing any Capital Improvements, as that term is defined in Applicable Laws, including, without limitation, 36 C.F.R. § 51.51, that may otherwise have allowed the Concessioner to obtain a Leasehold Surrender Interest in the Concession Facilities. The Concessioner and the Service must meet their obligations under the Contract, including this Maintenance Plan, consistent with the prohibition on the Concessioner obtaining any Leasehold Surrender Interest.

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, and manufacturer recommendations and specifications.

Lands assigned under the Contract are identified on Land Assignment Maps. Government-owned buildings, assigned to the Concessioner, are identified on Exhibit C of the Contract, Assigned Land, and Real Property Improvements.

3) Definitions

In addition to the defined terms contained or referenced in the Contract, the following definitions apply to this Maintenance Plan.

Asset – Real Property that the Service desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc. Assets may share a hierarchal relationship wherein a building is defined as an Asset and elements within the building also are defined as Assets in a "parent-child" management and reporting relationship that usually occurs in a Computerized Maintenance Management System (CMMS).

Component – A portion of an Asset or system.

Component Renewal (CR) – The planned Replacement of a Component or system at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a

periodic cycle of greater than seven years and may include Statutory Mandated Corrective Measures necessary to attain code and regulatory compliant asset infrastructure and systems.

Cyclic Maintenance – Work activities that recur on a cycle of less than or equal to seven years. Typical project may include painting buildings, overhauling engines, and refinishing hardwood floors.

Concession Facilities - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to or constructed by the Concessioner under the Contract.

Deferred Maintenance (DM) – Maintenance that was not performed when it should have been or properly conducted. Continued deferment of Maintenance will result in Deficiencies.

Deficiencies – Defects in an Asset or Component that result when Maintenance is not performed in a timely manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

Facility Operations – Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit B (Operating Plan) to the Contract.

Facility Management – Those activities of the Concessioner, including Facility Operations, Facility Maintenance, and Component Renewal/Replacement, necessary to maintain the Concessioner Facilities to the satisfaction of the Director pursuant to Section 9 of the Contract

Facility Operations – Work activities performed on a recurring basis throughout the year that meet daily operational needs. Typical work performed under Facility Operations includes janitorial and custodial services (housekeeping), snow removal, operation or purchase of utilities, grounds keeping, etc.

Hazardous Material – refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under Applicable Laws including without limitation 49 USC 5103.

Hazardous Substance – refers to any hazardous waste, hazardous chemical or hazardous material.

Hazardous Waste – refers to the definition of hazardous waste as defined by Applicable Laws including without limitation 40 CFR 261.

Maintenance – The day-to-day activities as well as the planned work required to preserve Concession Facilities in such condition that they may be used for their designated purpose over an intended service life. Facility Maintenance includes Preventive Maintenance, Cyclic Maintenance, and Repair. Facility Maintenance does not include Facility Operations, Component Renewal/Replacement or Capital Improvements. Facility Maintenance includes “routine, operational” maintenance.

Personal Property – For purposes of this Maintenance Plan, manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be Government assigned property.

Preventive Maintenance (PM) – Planned, scheduled periodic Maintenance activities that are performed weekly, monthly, quarterly, semi-annually, or annually on selected Assets or Components, typically including, but not limited to, inspection, lubrication, and adjustment.

Recurring Maintenance (RM) – Planned work activities that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.

Recycling refers to the act of producing new products or materials from previously used and collected materials.

Repair – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.

Replacement – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent to the original Asset or Component.

Secondary Containment – refers to the provision of devices that will hold a spill or leak from the primary container in which the material was stored. This secondary containment may be a permanently installed feature such as a sunken floor in a storage building, a feature engineered into a storage unit (e.g., sills in a flammable storage cabinet) or a separate unit such as tub or pan placed under a container.

Waste Prevention – refers to any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste Reduction – refers to preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

Statutory or Mandated Corrective Measure – Modifications required to existing Assets to meet current regulatory and governmental requirements such as regulations and codes that may not have existed at the time of construction or acquisition. Mandated corrective measures may include Americans with Disabilities Act (ADA) requirements, environmental requirements, and life/safety upgrades.

Useful Life – The serviceable life of an Asset or Component.

4) Concessioner Responsibilities

A) In General

- (1) The Concessioner will conduct all Facility Management activities in compliance with NPS standards, DOI and NPS Asset Management Plans, manufacturer recommendations and/or specifications and all Applicable Laws. In the event of a conflict between DOI/NPS Asset Management Plans, Applicable Laws and the manufacturer's specifications, Applicable Laws will prevail.
- (2) The Service approves equipment, materials, installations and procedures relating to structural fire prevention, protection and response. The Service will resolve any conflicts between codes or standards.
- (3) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (4) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.
- (5) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Service.
- (6) The Concessioner must follow those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
- (7) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.

B) Environmental Management

The Concessioner will conduct maintenance activities in a manner that has minimal environmental impacts.

- (1) *Energy and Water Conservation.* The Concessioner will maximize implementation of energy and water conservation strategies where economically and technically feasible and appropriate for operations and maintenance activities under this Contract.
- (2) *Preventive Maintenance.* The Concessioner must utilize Preventive Maintenance to prevent environmental impacts before they occur.
- (3) *Contractors.* The Concessioner will encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
- (4) *Sustainable Design.* The Concessioner will incorporate sustainable design practices to the maximum extent practical. These practices must be consistent with the current Service guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993) and other approved guidance as provided to the Concessioner.
- (5) *Universal Design.* The Concessioner will incorporate universal design practices to the maximum extent practical.

C) Environmental, Historic, and Cultural Compliance

- (1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
- (2) Any proposed Maintenance actions that require review under these procedures must be submitted to the Service by the Concessioner in the format required.
- (3) The Concessioner may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will assist the Concessioner on proper process and procedure.

5) Maintenance Tracking

- (1) The Concessioner must schedule and track completion of all of the Concessioner's Maintenance actions and associated expenditures in an electronic format acceptable to the Service that is capable of effectively providing the Service the Maintenance information required by this Maintenance Plan.
- (2) The Concessioner must provide the Service with requested Maintenance information on a frequency determined by the Service in an electronic format defined by the Service. This information may include, but is not limited to: (1) outstanding Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal by Asset; and (2) budgeted and actual expenditures by Asset for Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal. The Service, in consultation with the Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.

6) Concessioner Inspections

The Concessioner must conduct inspections of Concession Facilities (no less than annually) to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

7) Service Responsibilities

Nothing in this Maintenance Plan will be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility

for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

A) Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.

B) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

PART B – AREA REQUIRED CONCESSIONER RESPONSIBILITIES

1) Concessioner Responsibilities

The following sections identify the responsibilities of the Concessioner

A) General

- (1) The Concessioner must maintain and repair all Concession Facilities except as noted under "Service Responsibilities."
- (2) The Concessioner must carry out Preventive Maintenance and Recurring Maintenance, scheduled and unscheduled Repair, Component Renewal and cure any Deferred Maintenance in a timely manner to ensure that all Concession Facilities achieve the basic goals described by the Concessioner Review Program and applicable codes and guidelines. The Concessioner must carry out Maintenance as follows:
 - (a) Codes and Policies. As stated in Part A of the Maintenance Plan, the Concessioner must comply with all applicable federal, state, and local statutes and codes. Those include but are not limited to the International Building Code, the Uniform Federal Accessibility Standards, the International Plumbing Code, and the National Electric Code; unless the Service provides a written exception. All personnel conducting Facility Management activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
 - (b) Preventive Maintenance. The Concessioner must perform Preventive Maintenance to prevent environmental impacts, extend the life of Components, and to prevent more serious Deficiencies before they occur.
 - (c) Training. The Concessioner must provide repair and maintenance training to employees who perform repair and maintenance. Training must provide employees with a complete understanding of the relevant requirements according to the Secretary of the Interior's Standards.

B) Environmental and Cultural Compliance

See Part A (3) (B) above for general requirements for environmental and cultural compliance. In addition, the Service requires the following for this Area.

- (1) *Project Environmental Review Process*. If the Concessioner proposes to undertake any Facility Management activity that will result in a modification to Concession Facilities, the Concessioner must follow the Glen Canyon National Recreation Area Project Review Process, which it must initiate by submitting the Glen Canyon Project Initiation Form. The Service will provide this form upon request. This applies to both historic and non-historic structures.
- (2) *Categorical Exclusions*. Some Facility Operations and certain Facility Maintenance (as approved by the Service) are covered by categorical exclusions (both documented and undocumented) under

current Service policy. For activities not covered by such a categorical exclusion, the Concessioner must undertake an environmental assessment at its expense under the direction of the Service.

C) Annual Maintenance Inspections

- (1) The Concessioner must develop a timeline to cure Deficiencies requiring project development identified during the Service's operational evaluations. The Service will review and approve this timeline, which will become part of the Concessioner's Annual Maintenance Plan.
- (2) The Concessioner must maintain a list of Maintenance needs based on its annual review, Deficiencies noted on periodic evaluations, and needs identified by Concessioner staff, and include these in its Concessioner Maintenance Plan and Report (CMPR).
- (3) Regular inspections must include rodent management concerns, as provided in the Service Standards.

D) Personal Property

- (1) *General.* The Concessioner must maintain all Personal Property free of defects and according to industry standards for public use. The Concessioner must maintain, service, and repair its appliances, machinery, and equipment, including parts, supplies, and related materials, per the manufacturer's recommendations and replace them as necessary. The Concessioner must ensure that new equipment is Energy Star® (or equivalent) labeled or in the top 25th percentile of energy efficiency in its class, in accordance with Federal Energy Management Standards.
- (2) *Furnishings.* The Concessioner must ensure its furnishings are safe, serviceable, and usable for their intended purposes. The Concessioner must maintain furnishings clean, free of cracks, breaks, splintering, loose fasteners, or corroded metal parts. The Concessioner must replace furnishings on a schedule aligned with industry standards as approved by the Service. The Concessioner must obtain Service approval of proposed furnishings prior to purchase.
- (3) *Food Service Equipment.* Should the Concessioner provide food service, the Concessioner must ensure that all equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables, complies with safety, public health, and sanitation codes. The Concessioner must maintain all food service equipment per the manufacturer's specifications. Food preparation and cleanliness guidelines must adhere to the latest version of the U.S. Public Health Service (USPHS) Food Code.

E) Maintenance of Concession Facilities

- (1) The Concessioner's Maintenance responsibilities include, but are not limited to: lands, landscaping, and drainage structures; underground storage tanks and associated mitigation if needed; intrusion and fire alarm systems;; structural elements and surfaces (roofing, flooring, windows, doors, porches, etc.); and all installed trade fixtures and miscellaneous equipment.
- (2) *Painting*
 - (a) Frequency. Unless required more frequently per the manufacturer's recommendation, the Concessioner must repaint surfaces on a regular cycle; exteriors not less than once every three years, and interiors not less than once every two years.
 - (b) Paint Source. The Concessioner must use paint products of a "best quality" from a major manufacturer, and of a type and color that is readily available on the open market. Exterior paint shall be formulated to withstand repetitive diurnal temperature changes, adverse weathering conditions, and extreme sunlight or UV deterioration.
 - (c) Paint Color and Type. The Concessioner must obtain the written approval from the Service for any changes to paint colors from the color range and gloss provided by the Service. Whenever feasible, the Concessioner must use reprocessed, low volatile organic content (VOC), latex coatings. If the Concessioner uses oil based paints, it must minimize solvent use by means of thinner settling and reuse if possible.
 - (d) Record Keeping. The Concessioner must maintain in its CMMS a record of paint type, formulas, and supplier information for all paint products used. The CMMS must also include a record of historic colors if available.

- (e) Lead Paint. The Concessioner must meet health and safety standards in the presence of lead paint in all Concessions Facilities. The Concessioner must repair or replace any lead paint-containing surfaces in accordance with Applicable Laws, including but not limited to current OSHA regulations.
- (3) *Interior Spaces*
 - (a) Interior systems. The Concessioner must operate, repair, and maintain all interior systems within the Concession Facilities.
 - (b) Housekeeping. The Concessioner must develop and implement a program of daily routine, cyclic and emergency housekeeping that maintains daily appearance and function of Concession Facilities to ensure visitor safety and enjoyment of the Area.
 - (c) The Concessioner must maintain public and non-public spaces free of dirt, trash, and debris. The Concessioner must store supplies neatly.
 - (d) Interior Surfaces. The Concessioner must provide routine cleaning and Maintenance of interior walls, floors, woodwork, ceilings, fixtures, and appliances within Concession Facilities to maintain them in good clean condition.
 - (e) Restrooms. The Concessioner must keep restroom facilities clean, sanitary, and well stocked with supplies at all times.
 - (f) Flooring. The Concessioner must keep floors clean and free of stains. The Concessioner must maintain vinyl floor coverings clean, waxed or buffed, and free of cracks, chips, and worn places. The Concessioner must maintain interior masonry, tile, or flagstone grouting clean and in good repair. The Concessioner must maintain wood floors clean and waxed or otherwise sealed. The Concessioner must clean floors no less than once daily in visitor use and food preparation areas.
 - (g) Walls and Ceilings. The Concessioner must maintain walls and ceilings free of breaks, cracks, blisters, loose plaster and stains, with a fresh appearance. The Concessioner must keep masonry and rock walls and fireplaces sealed and maintained as appropriate. The Concessioner must maintain coverings (tile, wallpaper, etc.) clean and protected.
 - (h) Windows. The Concessioner must keep windows clean, unbroken and in good repair. The Concessioner must keep windows, glazing and mullions in good operating condition.
 - (i) Interior Lighting. The Concessioner must maintain interior lighting as appropriate for its use, such as light needed for reading.
 - (j) Heating, Ventilation, and Air Conditioning (HVAC) Systems. The Concessioner must operate and repair the HVAC systems in Concession Facilities.
 - The Concessioner must inspect HVAC systems annually, and keep them clean, maintained, and operating in strict accordance with manufacturer's instructions.
 - A certified HVAC technician must perform any Repairs. The technician must have successfully completed an Environmental Protection Agency certified refrigerant program if working with refrigerants. The Concessioner must maintain documentation and make it available on request by the Service.
- (4) *Exterior Spaces*. The Concessioner must maintain the structural and architectural integrity of Concession Facilities, including performing the following activities:
 - (a) Exterior Lighting. The Concessioner must repair and maintain all exterior facility lightbulbs within the Concession Facilities.
 - Within 120 days following the Contract effective date, the Concessioner must submit a plan for the Service's review and approval to reduce the intensity of artificial light affecting exterior areas, while maintaining public safety and way finding. After review and approval by the Service, the Concessioner must implement it promptly. The Concessioner must update it as needed or as requested by the Service.
 - The Concessioner must keep all exterior lights shielded to cast light downward only to the area of need to minimize light dispersion to surrounding areas and to protect night skies. The Concessioner may construct or install additional path or parking area lighting only with written permission of the Service. Any new installations must incorporate state of the art technology and meet current Service night sky requirements for the Area.

- (b) Roofs. The Concessioner must inspect roofs no less than annually to ensure that roofing materials are intact and free of deterioration that may affect structural quality, and are not jeopardized by adjacent vegetation or overhanging tree limbs. The Concessioner must promptly remove vegetation contacting any roof or facility. The Concessioner must remove all debris, branches, moss, and needles from roofs no less than annually, or more often if requested by the Service. The Concessioner must use UL Class A roofing materials when replacing roofs to maximize the fire protection of Concession Facilities.
- (c) Drainage, Gutters and Downspouts. The Concessioner must ensure that gutters, downspouts, and roof drains remain properly attached to each facility and function as intended. The Concessioner must inspect, repair and clean gutters, downspouts and roof drains at least annually or more frequently if necessary to maintain the system free of obstructions, clear, and operational. The Concessioner must ensure that dry wells, French drains, swales, and other Components are operational and are directing water away from the facilities. The Concessioner must maintain surfaces (paint, galvanized, etc.) to prevent or retard deterioration.
- (d) Doors, Windows and Screens. The Concessioner must maintain doors, windows and screens in good operational condition. The Concessioner must routinely inspect and maintain doors, windows and screens to prevent moisture or other elements from causing deterioration of materials or structural damage to the building. Maintenance includes, but is not limited to caulking, glazing, painting or staining, and replacing damaged Components.
- (e) Siding and Walls. The Concessioner must maintain siding to prevent moisture from entering the facilities or deterioration of the siding material. The Concessioner must maintain the walls and trim of Concession Facilities in satisfactory condition. Maintenance of these Components includes, but is not limited to caulking, re-nailing, painting or staining as appropriate, replacing damaged Components, and related work.
- (f) Structural Ventilation. The Concessioner must inspect and maintain structural ventilation (mechanical and passive) on at least an annual basis to permit air circulation as designed and to prevent wildlife and pests from entering facilities.
- (g) Foundations. The Concessioner must inspect foundations on an annual basis to ensure they are structurally sound and maintain them to prevent settlement, displacement, or deterioration.
- (5) Asbestos. The Concessioner must maintain health and safety standards in the presence of asbestos in all Concessions Facilities. The Concessioner must repair or replace any asbestos-containing materials in accordance with Applicable Laws.

F) Signs

- (1) General. The Concessioner must install, maintain, and replace all interior and exterior signs relating to its operations and services within the Concession Facilities and directional signs outside Concession Facilities that relate specifically to concession operations. Examples include identifying location of facilities, operating services and hours, and the Concessioner's rules or policies.
- (2) Sign Lighting. The Concessioner must ensure that signs within their land assignment that identify RV Park and campground check-in are lit to allow for visitor way-finding while continuing to preserve night skies. All signage must meet current Service night sky requirements for the Area.
- (3) Appearance. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards. The Concessioner must submit sign size, style, color, and for Service approval prior to installation.
- (4) Temporary Signs. The Concessioner must replace any defaced or missing sign within seven calendar days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking temporary sign. The Concessioner must not use a handwritten sign unless the Service approves an exception.

G) Grounds and Landscaping

- (1) Groundskeeping. The Concessioner must develop and implement a program of daily routine, cyclic and emergency groundskeeping that maintains daily appearance and function of Concession Facilities at a high level, to ensure visitor safety and enjoyment of the Area, while minimizing impacts

on the natural or cultural environment. Generally, grounds must present a natural appearance without exhibiting signs of neglect.

- (a) General. The Concessioner must weed, prune, mow, water and conduct all other landscaping and grounds care in Concession Facilities.
- (b) New Plantings. The Concessioner must provide for care of any new plant installations within Concession Facilities to ensure their success, including watering necessary to establish any new plantings.
- (c) Litter Abatement. The Concessioner must remove litter from the Concession Facilities as frequently as is necessary to ensure that the grounds are clean and to ensure that wildlife attractants are minimized.
- (d) Exotic Plant Species. The Concessioner must work with the Service to develop a list of priority exotic plant species, and techniques to control each species over the long term within the Concession Facilities.
- (e) Pruning. The Concessioner must work with the Service to develop appropriate pruning techniques the Concessioner must use in maintaining shrubs and trees within the Concession Facilities.
- (f) Native Plant Protection and Restoration. The Concessioner must actively protect native plant species within the Concession Facilities. The Concessioner must develop a plan to minimize social trails or other overuse and to revegetate such areas with native plants, and present this plan to the Service during the first year of the Contract. This must include the Concessioner's strategies to prevent vehicles from traveling on non-paved areas, and minimize other soil impacts such as surface erosion and root trampling from excessive foot traffic.
- (g) Landscape Plan. The Concessioner must develop and implement its plan to enhance the natural landscape within the Concession Facilities to promote a welcoming sense of place and rest for visitors while honoring the historic district in which it is located. The Concessioner must provide this plan to the Service for review and approval during the first year of the Contract. The Concessioner's landscaping activities must adhere to the requirements of the Service's vegetation management plan. The landscaping plan must include:
 - How the Concessioner proposes to either formalize or eliminate social trails within its land assignment under the Temporary Contract.
 - A snow removal process, described under "Winter Preparation" below.
- (h) Landscaping Hours. The Concessioner must conduct any landscaping activities that use power equipment between 9 a.m. and 5 p.m. so as not to disturb visitors.
- (i) Lawns. The Concessioner must keep any lawns uniform in appearance, attractive, and healthy and free of bare spots, stumps, trash, branches, clippings, weeds, and other debris.
- (j) Mowing. The Concessioner must mow perimeters around structures that have lawns, grass areas around parking lots, and grass islands. The Concessioner must mow grass regularly so it does not exceed a height of six inches.
- (k) Watering. The Concessioner must generally maintain its landscapes to minimize the need for supplemental watering after the three-year establishment period for new plantings.
- (2) *Defensible Space*
 - (a) General. The Concessioner must obtain Service approval (from both the Science & Resource Management Division and Visitor & Resource Protection Division) for appropriate clearing techniques around buildings to protect them from wildland fire. The Concessioner must meet with the Service annually prior to each fire season (by May 31) to identify clearance prescriptions and identify any changes in method the Service will approve. The Concessioner must follow the Service's defensible space guidelines as they are developed and revised.
 - (b) Clearing Techniques. Clearing techniques in general consists of raking and removal of litter (needles, woody debris, and dried non-native grasses); however, the Concessioner must not remove or scrape away topsoil. The Concessioner must place cleared piles of litter (needles, woody debris, and dried non-native grasses) accessible to heavy equipment for pickup and disposal to sites identified by the

Service. The Concessioner must support the Service in the removal of these materials to the Service's disposal site.

(3) Tree and Shrub Management

- (a) Hazard Trees. The Concessioner must bring to the attention of the Service the existence of hazard trees within Concession Facilities. The Service will approve the pruning or full removal of hazard trees on a case-by-case basis. If approved, the Concessioner must perform pruning or removal at the time advised by the Service. Such timing takes into consideration nesting periods and other considerations to protect Area resources.

- The Service may conduct hazard tree surveys to identify any trees posing imminent danger to persons or property. Once identified, the Concessioner must remove such trees promptly
- The Service may assist with initial clearing of blocked roads or other emergencies. The Concessioner must secure work areas and provide traffic control for non-emergency tree work.
- The Service will direct the Concessioner in the disposition and use of the wood.

- (b) Pruning. The Concessioner must maintain trees and shrubs and other landscape features according to Service-acceptable horticultural and agronomic practices. The Concessioner may trim vegetation back from walkways, parking areas, roadways, and windows. Where shrubs and tree limbs are brushing against structures causing potential damage, the Concessioner may prune them back only to the extent they no longer touch the structure under wind or snow load. Pruning must retain the natural appearance of the shrub or tree. All pruning (trees shrubs and roots) must follow the Area's pruning guidelines, which are available through the Area's Vegetation Program Manager.

(4) Roads, Parking Areas, and Walkways

- (a) General. The Concessioner must maintain and keep in good repair all roads, curbs, parking islands, paved sidewalks, other walkways, and parking areas within the Concession Facilities, unless responsibility is retained by the Service under Service Responsibilities. This will include Repair or replacement of surfaces, Maintenance, Repair, or replacement of curbs, sweeping and gravel removing, litter removal, recaulking sidewalk joints, and re-stripping and seal-coating paved surfaces. The Concessioner must make any requests for these types of repairs by the Service through the Concessions Office.
- (b) Walkways. The Concessioner must maintain and keep in good repair all paved sidewalks within the Concession Facilities. The Concessioner must do this in a manner that provides access to the general public, persons with physical disabilities, and emergency or service vehicles of the Concessioner and the Service.
- (c) Retaining Walls. The Concessioner must maintain retaining walls in good repair. This includes correcting walls when they are out of alignment, repairing cracks, and ensuring that walls are painted when necessary.
- (d) Fences. The Concessioner must maintain all fences within the Concession Facilities in good repair and in safe condition. This includes repairing, painting, and replacing deteriorated sections.
- (e) Patios. The Concessioner must maintain smooth and stone paver patios in good repair. This includes repairing smooth walking surfaces and mortar joints as necessary.
- (5) Winter Preparation. The Concessioner must winterize and secure unoccupied structures. The Concessioner must re-open winterized structures properly. The Concessioner must correct any damage that results from inadequate preventive measures regardless of the season at its own cost.
- (6) Snow Removal. The Concessioner must develop a snow removal process as part of its Landscaping Plan, to be reviewed and approved by the Service.

H) Utilities

(1) Utility Systems

- (a) General. The Concessioner must operate, repair, and replace components of all interior and exterior utility systems within the Concession Facilities with the exception of systems for which responsibility is retained by the Service as set forth in Service Responsibilities below. Operation, Repair, and Replacement of these systems must comply with USPHS and Utah Department of Environmental

- Quality (UDEQ) guidelines. The Concessioner must not extend or alter utility systems without prior written approval of the Service. This does not include routine or minor Maintenance, such as Replacement of system Components with like kind.
- (b) Energy Conservation. The Concessioner must use, if feasible, products and technologies that reduce impacts to the environment, conserve resources, and improve efficiencies, including electric peak load shedding and the use of alternative fuels when replacing systems or equipment.
 - (c) Independent Suppliers. The Concessioner must contract with independent suppliers to provide utility services not provided by the Service. The Concessioner must pay these suppliers directly and promptly.
- (2) **Electrical Systems**. The Service provides electrical service from the generating source to the Hite District. The Service maintains the primary and secondary electrical lines within this area up to the electric meters.
- (a) The Concessioner must maintain all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) down line from the meter within the Concession Facilities and all fixtures (lamps, cords, and equipment) affixed to the secondary electrical lines except as noted under Service Responsibilities.
 - (b) The Concessioner must repair or replace any electrical system damage within the Concession Facilities and damage occurring beyond the Concession Facilities which results from an act of the Concessioner, its employees, or contractors.
 - (c) The Concessioner must ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.
 - (d) In its Environmental Management Program, the Concessioner must develop and implement a plan to reduce consumption of electrical energy.
- (3) **Liquefied Propane, Compressed Natural Gas, and Liquefied Natural Gas Systems**
- (a) The Concessioner must repair and maintain, in accordance with the requirements of all Applicable Laws, including NFPA 54 and 58 and OSHA 29 CFR §1910.110, all gas systems in Concession Facilities, including but not limited to tanks, bottles, regulators, and piping.
 - (b) Inspections. The Concessioner must conduct and document inspections of its gas storage and distribution systems in accordance with Applicable Laws.
 - (c) Gas, Oil, and Steam Systems. Installations and appliances must comply with NFPA No. 54 – Installation of Gas Appliances and Gas Piping.
- (4) **Water and Plumbing**
- (a) General Responsibilities. The Concessioner must repair and maintain water service and building plumbing systems down flow from the main lines within the Concession Facilities. This includes all piping, valves, and connections between the main lines and
 - (b) Concession Facilities, as well as all plumbing Components within the Concession Facilities. The Concessioner must repair or replace any damage to the water system within the Concession Facilities and damage occurring beyond the Concession Facilities that results from acts of the Concessioner, its employees, or contractors. The Concessioner must also maintain all fixtures attached to the water systems within the Concession Facilities.
 - (c) Water Conservation. The Concessioner must implement water conservation measures throughout the Concession Facilities and operations in accordance with Applicable Laws and industry standards.
 - (d) Maintenance. The Concessioner must maintain piping free of leaks, noise, and deterioration.
 - The Concessioner must ensure that vent pipes are open, free of debris, and have minimal odor. The Concessioner must keep fixtures clean and free of stains, odors and breaks. The Concessioner must properly equip wastewater drain lines with an air gap in discharge lines between equipment and receiving sewer lines.
 - The Concessioner must proactively inspect for leaks within its Concession Facilities, and promptly repair them, with Service approval.

- (e) Reclaimed Water. The Concessioner must operate, repair, maintain, and replace all reclaimed water piping and appurtenances down flow from the main supply line. The Concessioner must follow Utah State laws regarding the use of reclaimed water. This includes the installation and Maintenance of backflow prevention devices where required and a separate signed agreement between the Concessioner and the Service. The Service will provide the agreement when needed.
- (5) Sewer
 - (a) The Concessioner must repair, maintain, or replace when needed all sewage lines, connections, disposal systems, and appurtenances and attachments within the Concession Facilities to the main sewage line.
 - (b) The Concessioner must repair or replace any damage to the sewage disposal systems occurring beyond the Concession Facilities that results from acts of the Concessioner, its employees, or contractors. The Concessioner must maintain and repair fixtures attached to the sewage disposal systems (including sinks, toilets, urinals, tubs, and showers). Any complete replacement of fixtures will be conducted by the Service.
- (6) Telephone, Internet, and Television Services. The Concessioner must contract directly with commercial providers for television, phone, and internet service to the Concession Facilities. The Concessioner must submit its installation and location proposals for any satellite receivers for review and approval by the Service. A single exterior satellite receiver may serve each building. The Concessioner must ensure that agreements with commercial providers accord with guidelines provided by the Service.

I) Structure Fire Prevention and System

(1) Fire Suppression Systems and Fire Alarm Systems

- (a) General. The Concessioner must ensure all buildings, facilities, and support equipment within Concession Facilities meet or exceed NFPA National Fire Codes, including NFPA Life Safety Code and Uniform Fire Code, as adopted by the State of Utah, unless specific variance is approved in writing by the Service. In addition, the Concessioner must comply with the requirements of DO/RM-58 and the Area's Structural Fire Management Plan.
- (b) Testing. The Concessioner must install, inspect, test, operate, and maintain fire detection, initiating alarm and notification systems and equipment, and fixed and portable fire suppression systems and equipment, in good operating condition in the Concession Facilities. This includes but is not limited to smoke detection devices, audible sounding devices, main fire control panels, exit signs and emergency lighting, extinguishers, hoses, pull stations, fire doors, kitchen fire suppression systems, etc.
 - The Concessioner must verify function and condition through documented inspections by qualified personnel. The Concessioner must forward copies of required annual inspections to the Service's Structural Fire Chief.
 - The Concessioner must test all battery-powered fire alarms, egress lighting, and smoke detectors monthly and replace batteries annually.
 - Portable Fire Extinguishers. The Concessioner must install, inspect, and maintain fire extinguishers in accordance with NFPA National Fire Codes. The Concessioner must provide the Service's Structural Fire Chief with records documenting monthly inspections, testing, and Maintenance of all fire extinguishers for the previous year by January 31st of each year.
 - Fixed Fire Suppression Systems. The Concessioner must inspect, test, and maintain all fixed fire suppression systems, using qualified personnel, in accordance with current NFPA National Fire Codes. The Concessioner must provide the Service's Fire Management Officer with records documenting inspections, testing and Maintenance of all fixed fire suppression systems for the previous year by January 31st of each year.
- (c) Repairs and Outages
 - The Concessioner must ensure that fire protection systems are in service at all times. The Concessioner must accomplish any repairs as soon as possible and, during such times there is an outage, provide adequate means of alternate protection.

- The Concessioner must immediately notify the Service's Concessions Division and Communication Center of any system failures or when systems are inoperable, when the systems are returned to service, and if any changes are made to the system that may affect the Service's ability to respond to any fires in a timely manner. This notification must include details of what caused the system to become inoperable as well as mitigation measures (for example, fire watch patrols) that the Concessioner initiated for the duration of the system outage.
- (2) Inspections and Hazards
- (a) Inspections. By January 31st of each year, the Concessioner must provide the Area's Fire Management Officer with its records showing annual complete exterior and interior facility fire inspections for the previous year, using a form that it must submit to the Service for review. If any inspection, conducted by either the Concessioner or Service, identifies hazards or Deficiencies, the Concessioner must correct or abate them using the following processes:
- If the hazard or Deficiency is not an immediate life safety issue, the Concessioner must correct the hazard within twenty working days (four weeks).
 - If the hazard or Deficiency is an immediate life safety issue, the Concessioner must correct the hazard immediately. If the Concessioner cannot correct the hazard or Deficiency immediately, the Concessioner must contact the Service's Commercial Services Office and Dispatch Center immediately. The Service may take interim control measures to reduce the risk to an acceptable level (including, but not limited to, closing the area or facility, or shutting down service).
- (b) Hot Work. The Concessioner must develop a Hot Work policy in compliance with DO/RM-58 and the Area's Structural Fire Management Plan. The Concessioner must submit this policy to the Area's Fire Management Officer for review and approval within 90 days following the effective date of the Contract.
- (c) Lint Traps. The Concessioner must inspect and clean lint collectors, duct work and vents on clothes dryers in all facilities no less than monthly. The Concessioner must inspect and clean lint traps on clothes dryers regularly as part of its housekeeping program.

J) Service Stations

- (1) Service Stations must comply with all Applicable Laws regarding the safe operation and maintenance of Service Stations.
- (2) *Dispenser Maintenance*
- (a) The Concessioner must use qualified professionals to maintain and repair fuel dispensers and other pieces of equipment. The Service will hold any contractor used by the Concessioner to the same standards as the Concessioner.
- (b) The Concessioner must calibrate the weights and measures of each pump annually, using a state or local sealer. Each pump must have a current seal indicating it is within the prescribed tolerance.
- (c) The Concessioner must inspect all dispensing systems weekly, including nozzles, and hoses, to ensure they are in proper working order so as to minimize gasoline vapor losses. The Concessioner must make any repairs immediately. The Concessioner must outfit dispenser nozzles with automatic shut off devices.
- (d) The Concessioner must ensure emergency fuel shut-off devices are functioning correctly. The Concessioner must make any repairs immediately. There must be a minimum of 2 NFPA approved emergency shut-off buttons installed per applicable code.
- (3) *Fuel Storage Tanks*
- (a) The Concessioner must inspect storage tanks after every fuel delivery to ensure the equipment is in good working order. The Concessioner must repair or replace defective parts within seven (7) days of discovery.
- (b) The Concessioner is responsible for repair and maintaining all underground storage tanks (USTs) and above ground storage tanks (ASTs) in the Concession Facilities, including propane tanks and associated equipment such as underground and above ground piping, hoses, and dispensing systems in accordance with Applicable Laws. All maintenance, testing, repairs, and fuel spill mitigation must be consistent with applicable regulations and code.

- (c) The Concessioner must maintain and properly service the tank system. The Concessioner must conduct visual inspections and other associated leak detection actions in accordance with Applicable Laws. The Concessioner must ensure that the release detection system, including overfill alarms and shut-off devices, works properly and is always enabled.

K) RV Park

- (1) The Concessioner must provide sites with operable water, sewage, and electrical hook-ups. Electrical must include both 30 and 50 amperes service, at a minimum. All ground-fault circuit interrupter outlets (GFCI's) must be checked monthly and be recorded in a maintenance log submitted to the Service by the 15th of the following month. The Concessioner must make any repairs immediately.
- (2) The Concessioner must maintain the sites so there is minimal leveling required for RVs.
- (3) After each use, the Concessioner must inspect sites to ensure they are clean and free of litter and damage, including pedestal barbeques and tables.

L) Campgrounds

- (1) After each use, the Concessioner must inspect sites to ensure they are clean and free of litter and damage, including tent area and tables.

2) Service Responsibilities

During the execution of any Service responsibilities indicated below, should the Service disrupt areas or lands within the Concession Facilities, the Service will provide mitigation signing, barriers, and re-vegetative efforts as are needed.

A) Concession Facilities

The Service reviews Concessioner plans and proposals, inspects and evaluates Concessioner processes and programs, and provides technical advice and assistance when requested and as resources allow. The Service reviews the Concessioner's Maintenance plans, provides standards as needed, reviews and approves proposed work where appropriate, and monitors Concessioner projects.

B) Signs

- (1) The Service installs, maintains, and replaces all regulatory and directional roadway signs.
- (2) The Service provides direction to the Concessioner during the design and installation of all approved signs.
- (3) The Service may install signs within the Concession Facilities after consultation with the Concessioner.

C) Utilities

- (1) *Electrical Services.* The Service maintains secondary distribution power lines up to the electrical panels within the Concession Facilities.
- (2) *Water.* The Service supplies potable water to the Concession Facilities. The Service furnishes connections, meters, and shut-off valves from the source to the main supply lines. The Service provides and maintains fire hydrants.
- (3) *Sewage (Wastewater).* The Service provides wastewater collection and treatment services to the Concession Facilities. The Service assumes responsibility for wastewater collection at the sewer main where major points of collection occur. The Service operates and maintains lift stations within the Concession Facilities.
- (4) *Litter and Garbage.* The Service provides regularly scheduled garbage pickup in the Area including designated locations within Concession Facilities. The Service provides direction and guidance to the Concessioner regarding procedures and methods for keeping Concessioner refuse away from wildlife.

D) Grounds and Landscaping

The Service reviews the Concessioner's Landscaping Plans, Site Restoration Plans, and Exterior Lighting Plans, provides standards as needed, reviews and approves proposed work, and monitors Concessioner projects.

E) Roads and Parking Areas

The Service maintains all paved roads and parking lots outside of the Concession Facilities. The Service's responsibility includes, as resources allow, surface repair, snow removal and sweeping.

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

The following Concessioner environmental responsibilities are specified for Maintenance. Area-required Concessioner responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

1) General

The Concessioner must conduct Maintenance activities in a manner that, to the extent feasible, minimizes environmental impact and utilizes principles of Preventive Maintenance, Waste Prevention and Waste Reduction, Sustainable Design and Sustainable Practices/Principles and incorporates best management practices. Feasible means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

A) Air Quality

- (1) The Concessioner must minimize impacts to air quality in Maintenance under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessioner must use diesel fuel/heating oil containing no more than 500 parts per million (ppm) sulfur (i.e., low sulfur fuel).
- (3) The Concessioner must obtain Service approval to use halon fire suppression systems.

B) Hazardous Substances

- (1) The Concessioner must minimize the use of Hazardous Substances for Maintenance purposes under this Contract where feasible.
- (2) The Concessioner must provide secondary containment for Hazardous Substances storage where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for Hazardous Substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.

All flammable Hazardous Substances materials must be stored in UL approved flammable storage cabinets, rooms or buildings as defined by the National Fire Prevention Association.

C) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of Hazardous Waste, Universal Waste and miscellaneous maintenance waste where feasible.
- (2) The Concessioner must recycle Hazardous Waste, Universal Waste, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- (3) Concessioner must obtain approval from the Service for Hazardous Waste, Universal Waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) If a Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste as defined under Applicable Laws, the Concessioner must follow small quantity generator (SQG) requirements, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.

The Concessioner must manage Universal Waste as defined under Applicable Law (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.

D) Pest Management

- (1) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including infestation that requires fumigation/tenting for termites or other pests.
- (2) The Concessioner must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Area IPM Plan.
- (3) The Concessioner must obtain Service approval to control pests utilizing chemicals or by other means. The Concessioner must submit by January 15 of each calendar year a Pesticide Use Request Form for anticipated pesticide use and a Pesticide Use Log which tracks the pesticide use for the current year.
- (4) The Concessioner must obtain Service approval for pesticide storage area siting and design.
The Concessioner must obtain Service approval to use contracted pesticide applicators.

E) Solid Waste Reduction, Storage and Collection and Disposal

- (1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- (2) The Concessioner must develop, promote and implement a litter abatement program.
- (3) The Concessioner must provide, at its own expense, an effective management system for the collection and storage of Solid Waste generated by its facilities and services as well as the Solid Waste generated by the visiting public at its facilities.
- (4) The Concessioner must develop, promote and implement as part of its Solid Waste management system, a recycling program that fully supports the efforts of the Service for all Area specified materials. These include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The plan must address large items such as computers and other electronics, white goods and other bulky items.
- (5) Solid Waste collection and disposal will be conducted by the Service, on a frequency as necessary to prevent the accumulation of waste.
- (6) Recyclables must be transported to an authorized recycling center.

F) Water and Energy Efficiency

- (1) The Concessioner must consider water and energy efficiency in all facility management practices and integrate water-conserving and energy conserving measures whenever feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must be consistent with water and energy efficiency standards established for federal facilities and operations where feasible. All new equipment must meet Energy Star standards where feasible.

G) Wastewater

- (1) The Concessioner must minimize impacts to water quality in maintenance under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- (3) The Concessioner must maintain assigned wastewater treatment systems in accordance with Applicable Laws. The Concessioner maintenance logs for wastewater treatment equipment must be made available to the Service upon request.

The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

H) Fuel Storage Tanks

- (1) The Concessioner must maintain leak detection methods and/or systems for all Concessioner-assigned fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems in accordance with Applicable Law. Methods and systems must be approved by the Service. The Concessioner's leak detection system logs and maintenance logs for fuel storage tank systems must be made available to the Service upon request.
- (2) The Concessioner must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (3) The Concessioner must provide breakaway devices for all fuel dispensing system hoses.
- (4) The Concessioner must provide secondary containment for any new fuel tank systems and equipment replacement where feasible and appropriate unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded).
- (5) The Concessioner must submit all plans for Service approval prior to starting any work involving fuel systems and tanks, soil or ground water remediation.

PART D – CONCESSIONER REPORTING RESPONSIBILITIES

1) General

The Concessioner must submit the following plans and reports to the Area for review and approval according to the frequency and due dates defined in Section 2, Reporting Schedule.

A) Concessioner Maintenance Plan and Report (CMPR)

The Concessioner must submit annually (for review and approval) a CMPR applicable to all Concession Facilities. The CMPR must identify projected maintenance activities in year prior to commencement of the work. Work that requires planning and design should be identified in the CMPR the year before planning and design begins. The purpose of the CMPR is to identify the need and tentative scope of activities a complete year in advance of actual work to allow adequate time to prepare for work commencement and report status. Projects shown in the CPPR must include at a minimum the NPS asset number; work order number, work order subtype, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The CMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed. The Concessioner must submit the CMPR by January 15th of each calendar year.

B) Concessioner Project Plan and Report (CPPR)

The Concessioner must submit annually (for review and approval) a CPPR applicable to all Concession Facilities. The CPPR must identify new construction, Major Rehabilitation and Component Renewal projects one year prior to commencement of the individual project. Projects that require planning and design before construction should be identified in the CPPR the year before planning and design begins. The purpose of the CPPR is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement and report project status. Projects shown in the CPPR must include at a minimum the NPS asset number; work order number, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The Concessioner must the CPPR submit by January 15th of each calendar year.

C) Pesticide Use Log

The Concessioner must submit by January 15th of each calendar year Pesticide Use Log which tracks pesticide use for the current year.

D) Pesticide Use Request Form

The Concessioner must submit by January 15th of each calendar year a pesticide request form requesting approval of anticipated pesticide use.

2) Reporting Schedule

The following chart summarizes the plan and reporting due dates established by Parts A, B and C of this Maintenance Plan.

Report or Plan	Frequency	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	
Concessioner Project Plan and Report (CPPR)	Annually	
Personal Property Report	Annually	
Pesticide Use Log	Annually	January 15 th
Pesticide Use Request Form	Annually	January 15 th

EXHIBIT F**INSURANCE REQUIREMENTS****SEC. 1. INSURANCE REQUIREMENTS**

The Concessioner shall obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. No act of the Concessioner, its agents, servants, or employees may impair any and all insurance coverage provided for the benefit of, or evidenced to the Service. The Concessioner must ensure that its insurance carriers provide the Service, solely for the benefit of the Service, **an unconditional 30 days advance notice** of cancellation of coverage or policy terms for all property insurance. The Concessioner must provide the Service with an unconditional 30-day advance notice of cancellation of coverage or policy terms on all liability and workers' compensation insurance policies.

The amounts of insurance, limits of liability, and coverage terms included are not intended as a limitation of the Concessioner's responsibility or liability under the Contract, but rather an indication as to the minimum types, amounts, and scope of insurance that the Service considers necessary to allow the operation of the concession at the Area. Nevertheless, if the Concessioner purchases insurance in addition to the limits set forth herein, the Service will receive the benefit of the additional amounts of insurance without cost to the Service.

SEC. 2. LIABILITY INSURANCE

The Concessioner must maintain the following minimum liability coverages, all of which, unless noted herein, are to be written on an occurrence form of coverage. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with excess or umbrella liability as explained below.

(a) Commercial General Liability

- (1) The Concessioner must obtain coverage for bodily injury, property damage, contractual liability, personal and advertising injury liability, and products and completed operations liability. The Concessioner must provide the following minimum limits of liability:

Per Occurrence	\$1,000,000
Personal and Advertising Injury Liability	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$1,000
Damage to Premises Rented to You	\$1,000

- (2) The liability coverages may not contain the following exclusions/limitations:

Athletic or Sports Participants
Contractual Liability
Personal & Advertising Injury exclusion or limitation
Products and Completed Operations
Explosion, Collapse and Underground Property Damage exclusion
Total Pollution exclusion

- (3) Pollution liability insurance coverage must be included for injuries resulting from smoke, fumes, vapor, or soot, or other contaminants arising from equipment used to heat the building or from a hostile fire.

- (4) If the policy insures more than one location, the general aggregate limit must be amended to apply separately to each location.

(b) Automobile Liability

The Concessioner must provide coverage for bodily injury and property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1, including garage operations for products and completed operations. Where there are no owned autos, coverage will be provided for "hired" and "non-owned" autos, "Symbols 8 & 9." Garagekeepers' liability is to be included on a "direct" basis for all Concessioner operations handling, parking or storing automobiles owned by others for a fee.

Combined Single Limit Each Accident	\$1,000,000
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(c) Excess Liability or Umbrella Liability

The Concessioner may use an Excess or Umbrella Liability policy to achieve the commercial general liability and automobile liability limits set forth above. The limit of liability under the excess policy must be in an amount that together with the subordinate policy limit meets the minimum limit of liability required.

The Concessioner is not required to provide excess liability or umbrella liability coverage, but may use it to supplement any insurance policies obtained to meet the minimum requirements of the Contract. If maintained, the Concessioner will provide coverage for bodily injury, property damage, personal injury, or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Umbrella Liability policy.

(d) Liquor Liability

The Concessioner must provide coverage for bodily injury and property damage including damages for care, loss of services, or loss of support arising out of the selling, serving, or furnishing of any alcoholic beverage.

Each Common Cause Limit	\$1,000,000
Aggregate Limit	\$2,000,000

(e) Watercraft Liability (or Protection and Indemnity) (Not Applicable)

The Concessioner must provide coverage for bodily injury and property damage arising out of the use of any watercraft.

Each Occurrence Limit	\$
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Marina liability shall be maintained at the same each occurrence limit if the Concessioner operates a marina.

Tower's liability shall be maintained at the same each occurrence limit if the Concessioner tows or transports non-owned vessels by water.

(f) Marina Operator's Legal Liability (Not Applicable)

Coverage will be provided for damage to property in the care, custody or control of the Concessioner.

Any One Loss	\$
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(g) Environmental Impairment Liability (or Pollution Liability)

The Concessioner will provide coverage for bodily injury and property damage arising out of pollutants or contaminants on-site and off-site and for cleanup.

Each Occurrence or Each Claim Limit	\$1,000,000
Aggregate Limit	\$2,000,000

(h) Aircraft Liability (Not Applicable)

The Concessioner must provide coverage for bodily injury (including passengers) and property damage arising out of the use of any aircraft.

Each Person Limit	\$
Property Damage Limit	\$
Each Accident Limit	\$

The Concessioner must maintain airport liability insurance at a limit of at least \$ if the Concessioner maintains landing facilities for use by third parties. Hangerkeeper's liability shall be maintained at a limit sufficient to cover the maximum estimated value of non-owned aircraft in the Concessioner's care, custody or control if the Concessioner provides aircraft storage to third parties.

(i) Garage Liability (Not Applicable)

This coverage is required for any operations in which the Concessioner services, handles or repairs automobiles owned by third parties. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability arising out of garage operations (including products/completed operations and contractual liability) as well as bodily injury and property damage arising out of the use of automobiles.

Each Accident Limit - Garage Operations (Other than Covered Autos)	\$
Aggregate Limit-Garage Operations	\$
Covered Auto Limit (each accident)	\$
Garagekeepers' Liability	\$
Personal Injury Protection (or equivalent no-fault coverage)	\$
Uninsured Motorists	\$
Personal & Advertising Injury Limit	\$
Fire Legal Liability "per fire"	\$

If owned vehicles are involved, liability coverage should be applicable to "any auto" ("Symbol 21"), otherwise coverage applicable to "hired" and "non-owned" autos ("Symbols 28 & 29") should be maintained.

(j) Care, Custody and Control – Legal Liability, i.e. Innkeeper's Liability (Not Applicable)

Coverage will be provided for damage to property in the care, custody or control of the Concessioner.

Any one Guest	\$
Any One Loss	\$

(k) Professional Liability, e.g. dive instructor, massage therapist (Not Applicable)

The Concessioner must maintain, or cause professionals working on its behalf to maintain, professional liability insurance for all professional services provided by or on behalf of the Concessioner.

Each Occurrence Limit	\$
Aggregate Limit	\$

(l) Special Provisions for Use of Aggregate Policies

The general aggregate under the Commercial General Liability policy must apply on a "per location" basis. The Certificate of Insurance required herein will note compliance with this aggregate provision.

(m) Deductibles/Self-Insured Retentions

The Concessioner's self-insured retentions or deductibles on any of the above described liability insurance policies (other than umbrella liability, environmental impairment liability or professional liability, if maintained) may not exceed \$5,000 without the prior written approval of the Director. Deductibles or retentions on umbrella liability, environmental impairment liability and professional liability may be up to \$25,000.

(n) Workers' Compensation and Employers' Liability

The Concessioner must obtain coverage that complies with the statutory requirements of the state(s) in which the Concessioner operates. The employer's liability limit will not be less than \$1,000,000.

If the Concessioner's operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers' Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If the Concessioner conducts its operations in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the Workers' Compensation policy.

SEC. 3. PROPERTY INSURANCE**(a) Building(s) and Contents Coverage**

Amount of insurance (buildings): Full replacement value as listed in Exhibit C without deduction.

Amount of insurance (contents): Full replacement value without deduction.

Amount of insurance (inventory): Full replacement value without deduction.

- (1) Insurance shall cover buildings, structures, improvements & betterments, and contents for all Concession Facilities, as more specifically described in Exhibit C of this Contract.
- (2) Coverage shall apply on an "all risks" or "special coverage" basis and shall include earthquake coverage if the Concession Facilities are located within Seismic Zones 3 or 4.
- (3) The policy shall provide for loss recovery on a replacement value basis without deduction.
- (4) The amount of insurance must represent no less than 100% of the replacement cost value of the insured property. The Concessioner must insure inventory for 100% of the replacement cost of the products held for sale.
- (5) The vacancy restriction and unoccupied restriction, if any, must be eliminated for all property that will be vacant beyond any vacancy or unoccupied time period specified in the policy.
- (6) The Concessioner must maintain flood coverage at least at the maximum limit available in the National Flood Insurance Program (NFIP) or the total replacement cost of the property, whichever is less, if the Concession Facilities are partially or fully within a Special Flood Hazard Area (Flood Zones A or V as identified by the Federal Emergency Management Agency).

- (7) The Concessioner must maintain earthquake coverage at the maximum limit available not to exceed 100% replacement value, without a deductible greater than 5% of the property value, or its equivalent in whole dollars if the Concession Facilities are located in Seismic Zones 3 or 4.
- (8) The coinsurance provision, if any, shall be waived or suspended by an agreed amount clause.
- (9) The Concessioner must provide coverage on a blanket basis for real and personal property.
- (10) Ordinance or law, demolition, and increased cost of construction. Coverage shall be maintained with a limit of not less than 20% of the building replacement costs listed in Exhibit C, each for the increased cost of construction and for the cost to replace the undamaged portion of a building ordered torn down by the appropriate authorities.

(b) Boiler & Machinery/Equipment Breakdown Coverage

- (1) Insurance shall apply on the comprehensive basis of coverage including all objects within the Concession Facilities.
- (2) The policy shall provide a limit at least equal to the full replacement cost for all covered objects in the highest valued Concession Facilities location, plus 20% on a replacement cost basis.
- (3) No coinsurance clause shall apply.
- (4) The Concessioner must provide coverage on a blanket basis.
- (5) If insurance is written with a different insurer than the building(s) and contents insurance, both the property and boiler insurance policies must be endorsed with a joint loss agreement.
- (6) The Concessioner must maintain ordinance or law, demolition, and increased cost of construction coverage.

(c) Inland Marine Coverage

- (1) Insurance shall apply to all boats, office trailers, equipment, storage racks and docks owned or rented by the insured, unless otherwise covered by building and contents coverage or provided for as part of a Watercraft Liability (or Protection and Indemnity) policy.
- (2) Coverage shall apply to direct damage to covered property.
- (3) The Concessioner must maintain flood coverage and earthquake coverage as described above.
- (4) The Concessioner must maintain coverage while covered property is in transit or away from the insured's premises.
- (5) No coinsurance clause shall apply.

(d) Builders Risk Coverage

- (1) Insurance shall cover buildings or structures under construction pursuant to the terms of the Contract and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage, and while in transit. Coverage also must apply to temporary structures such as scaffolding and construction forms.
- (2) Coverage shall apply on an "all risks" or "special coverage" basis.

- (3) The policy shall provide for loss recovery on a replacement cost basis.
- (4) The amount of insurance should represent no less than 100% of the replacement value of the property in the process of construction.
- (5) No coinsurance clause shall apply.
- (6) Any occupancy restriction must be eliminated.
- (7) Any collapse exclusion must be eliminated.

(e) Business Interruption and/or Expense

Business interruption insurance is required on all property policies, and Boiler and Machinery policies. Business interruption insurance and extra expense insurance covers the loss of income and continuation of fixed expenses in the event of damage to or loss of any or all of the Concession Facilities. Extra expense insurance covers the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property. The Concessioner must calculate the minimum coverage provided as follows:

Anticipated annual gross revenue from operations	\$ _____
Less non-continuing expenses	(\$ _____)
Annual Total	\$ _____
Divided by 12	\$ _____
Times the number of months estimated to rebuild or repair the Concession Facilities	\$ _____
Minimum Coverage	\$ _____

(f) Deductibles

Property insurance coverages described above may be subject to deductibles as follows:

- (1) Direct damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$50,000 (except flood coverage and earthquake coverage may be subject to deductibles not exceeding 5% of the property value for flood, windstorm and earthquake).

Extra expense deductibles (when coverage is not combined with business interruption) shall not exceed \$50,000.

(g) Required Clauses

- (1) Loss Payable Clause: A loss payable clause, similar to the following, must be added to Buildings and Contents, Boiler and Machinery, and Builders Risk policies:

"In accordance with Concession Contract No. ____ dated ____, between the United States of America and [the Concessioner] payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America, unless the damage exceeds \$1,000,000."

SEC. 4. CONSTRUCTION PROJECT INSURANCE

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new structures must ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated in the Contract including this Exhibit (for commercial general liability, automobile liability, Workers' Compensation and, if professional services are involved, professional liability). Except for Workers' Compensation insurance, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the commercial operator insurance requirements. The amounts and limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project.

SEC. 5. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

- (1) All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.
- (2) All insurers for all coverages must have a Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.

SEC. 6. THIRD PARTY INSURANCE

Concessioners entering into contracts with third parties for various services or activities that the Concessioner is not capable of providing or conducting, must ensure that each third party retained for such work maintain an insurance program that adequately covers the activity and comply with all the requirements applicable to that party's own insurance.

SEC. 7. CERTIFICATES OF INSURANCE

All certificates of insurance required by this Contract shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address, and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the Concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (and all endorsements thereto) required herein to be maintained by the Contract including this Exhibit.

The certificate of insurance shall contain a notation by the Concessioner's insurance representative that the insurance coverage represented therein complies with the provisions of the Contract, including this Exhibit.

SEC. 8. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the Concessioner must maintain the higher statutorily required limit, which shall be considered as the minimum to be maintained. In the event that the statutorily required limit is less than the limits required herein, the limits required herein apply.

EXHIBIT G TRANSITION TO A NEW CONCESSIONER

SEC 1. GENERAL

The Director and the Concessioner hereby agree that, in the event of the expiration or termination of this Contract for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Concessioner is not to continue the operations authorized under this Contract after the Termination Date, the Director and the Concessioner in good faith will fully cooperate with one another and with the new concessioner or concessioners selected by the Director to continue such operations ("New Concessioner" for purposes of this exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to Area visitors and minimize transition expenses.

SEC. 2. COOPERATION PRIOR TO THE TERMINATION DATE

At such time as the Director may notify the Concessioner that it will not continue its operations upon the Termination of this Contract, the Concessioner, notwithstanding such notification, shall undertake the following tasks.

(a) Continue Operations

The Concessioner shall continue to provide visitor services and otherwise comply with the terms of the Contract in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously with a view to maintaining customer satisfaction.

(b) Continue Bookings

(1) The Concessioner shall continue to accept all future bookings for any hotel, lodging facilities, or other facilities and services for which advance reservations are taken. The Concessioner shall not divert any bookings to other facilities managed or owned by the Concessioner or any affiliate of the Concessioner. The Concessioner shall notify all guests with bookings for any period after the Termination Date that the New Concessioner will operate the facilities and services.

(2) Promptly following notification to the Concessioner by the Director of the selection of the New Concessioner, the Concessioner shall provide the New Concessioner with a copy of Concessioner's reservation log for visitor services as of the last day of the month prior to the selection of the New Concessioner. The Concessioner thereafter shall update such log on a periodic basis (but no less frequently than 30 days) until the Termination Date. The reservation log shall include, without limitation, the name of each guest, and the guest's address, contact information, dates of stay, rate quoted, amount of advance deposit received, and confirmation number, if applicable.

(c) Designating a Point of Contact and Other Actions

(1) The Concessioner shall designate one of the Concessioner's executives as the point of contact for communications between the Concessioner and the New Concessioner.

(2) The Concessioner shall provide the New Concessioner with access to all Concession Facilities, including "back-of-house areas". The Concessioner also shall provide the New Concessioner copies of the keys to all Concession Facilities.

(3) The Concessioner shall provide the Director and the New Concessioner full access to the books and records, licenses, and all other materials pertaining to all Concession Facilities and the Concessioner's operations in general.

(4) The Concessioner shall provide the Director and the New Concessioner with copies of all maintenance agreements, equipment leases (including short-wave radio), service contracts, and supply contracts, including contracts for on-order merchandise (collectively "contracts"), and copies of all liquor licenses and other licenses and permits (collectively "licenses").

(5) The Concessioner shall allow the New Concessioner to solicit and interview for employment all of the concessioner's salaried and hourly employees, including seasonal employees, through a coordinated process implemented by the Concessioner.

(6) The Concessioner shall not enter into any contracts or agreements that would be binding on any Concession Facilities or concession operations in general after the Termination Date without the prior written agreement of the New Concessioner.

(d) Financial Reports

Within 30 days after receipt of the notification of the selection of the New Concessioner, The Concessioner shall provide the New Concessioner with a financial report with respect to the operation of the Concession Facilities and the Concessioner's operations in general as of the last day of the month prior to receipt of such notification. The Concessioner, thereafter, shall update such financial report on a periodic basis (but no less frequently than 30 days) until the Termination Date. Such financial report shall include, at a minimum: a balance sheet for the Concession Facilities, if any; a schedule of pending accounts payable; and a schedule of pending accounts receivable.

(e) Personal Property List

The Concessioner shall provide the New Concessioner with a complete, detailed, and well-organized list of physical inventory, supplies, and other personal property owned or leased by the Concessioner in connection with its operations under the Contract (including a list of such items that are on order) The Concessioner must provide the list to the New Concessioner within 30 days following receipt of the notification of the selection of the New Concessioner. The Concessioner, thereafter, shall update the list on a monthly basis. The Concessioner shall designate those items that the Concessioner believes are essential to maintaining the continuity of operations or the special character of the concession operations. The Concessioner shall assist the New Concessioner in reviewing and validating the list.

(f) Other Information and Reports

The Concessioner shall provide the New Concessioner with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessioner's operations for the period of one year prior to notification of the selection of the New Concessioner. The Concessioner must also provide complete information on the following to the New Concessioner: utilities, including gas and electric; telephone service; water service; and specific opening and closing procedures. The Concessioner must provide all such information within 30 days after receipt of notification of the selection of the New Concessioner and update the information periodically (but no less frequently than 30 days) until the Termination Date.

(g) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

SEC. 3. COOPERATION UPON THE TERMINATION DATE

Upon the Termination Date, the Concessioner shall undertake the following activities.

(a) Transfer of Contracts and Licenses

The Concessioner shall cooperate with the transfer or assignment of all contracts and licenses entered into by the Concessioner that the New Concessioner elects to assume.

(b) Reservation Systems

The Concessioner shall cooperate with the transfer of reservation information by:

- (i) Providing the New Concessioner with an update of the reservation log through the Termination Date;
- (ii) Disconnecting its operations from the Concessioner's centralized reservation system, if any; and
- (iii) Assisting the New Concessioner in transitioning to the New Concessioner's reservation system.

(c) Fees and Payments

No later than 10 days after the Termination Date, the Concessioner shall provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the Contract as of the Termination Date, including, without limitation, all deferred, accrued, and unpaid fees and charges. The Concessioner, within 10 days of its delivery to the Director of this itemized statement, shall pay such fees and payments to the Director. The Concessioner and the Director acknowledge that adjustments may be required because of information that was not available at the time of the statement.

(d) Access to Records

The Concessioner shall make available to the Director for the Director's collection, retention, and use, copies of all books, records, licenses, permits, and other information in the Concessioner's possession or control that in the opinion of the Director are related to or necessary for orderly and continued operations of the related facilities and services, notwithstanding any other provision of this Contract to the contrary.

(e) Removal of Marks

The Concessioner shall remove (with no compensation to Concessioner) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Concessioner within 30 days after Termination.

(f) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

EXHIBIT K
INTELLECTUAL PROPERTY LICENSED MARKS

Glen Canyon National Recreation Area
Glen Canyon
Rainbow Bridge National Monument
Rainbow Bridge
Lake Powell
Hite
Orange Cliffs
Hans Flat
Dirty Devil
North Wash