

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

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## 1) INTRODUCTION

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

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

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

## 2) DEFINITIONS

### A) Service Policy

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Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract.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

## 3) MANAGEMENT RESPONSIBILITIES

### A) Concessioner

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

### B) Service

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

## 4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

### A) Schedule of Operation

- (1) *Minimum Operating Season.* The Concessioner must provide the required services for Area visitors in accordance with the minimum operating schedule identified below.

Service Type	Minimum Operating Hours
<b>All Services at the Café and Gift Shop</b>	<p><b>Required:</b> April 15 to October 1.</p> <ul style="list-style-type: none"> <li>• Must be open from 8:30am until 4:00pm from April 15 through Memorial Day and from Labor Day through October 1.</li> <li>• Must be open from 8:00am until 5:00pm from Memorial Day to Labor Day.</li> </ul> <p><b>Authorized:</b> March 15 to April 14 and October 2 to November 15</p> <ul style="list-style-type: none"> <li>• Irrespective of dates, the Concessioner is authorized to extend its operating hours outside of the required hours stated above.</li> </ul>

- (2) *Opening and Closing Plans.* The Concessioner must submit proposed changes to the established opening and closing dates and operating hours for all Concession Facilities and services in writing to the Superintendent for review **no later than 15 days prior** to the next operating season and may not implement without written approval from the Superintendent. The Service will give reasonable notice of any schedule changes that it may request. Once approved, the Concessioner must post all operating seasons and hours online and within the Concession Facilities.
- (3) *Notice to Visitors.* The Concessioner must prominently display emergency contact telephone number(s) indicating where the Concessioner and Park Dispatch Center can be contacted for “after hours” emergencies.

#### **B) Rate Determination and Approval Process**

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with Section 3(e) of the Contract, including without limitation, the approval by the Service of rate methodologies. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodology has the same meaning as is set out in the National Park Service Concession Management Rate Administration Guide (“Rate Administration Guide”) and the NPS Concession Management Rate Administration Guide Addendum (March 2024), as they may be amended, supplemented, or superseded throughout the term of the Contract. The current version of the Rate Administration Guide is available on the [Rate Administration Section of the NPS Commercial Services website](#).
- (a) *Competitive Market Declaration (“CMD”).* Unless otherwise noted, rates for food and beverage, retail, and other services are set using the CMD rate method.
- (2) *Management of Rates under Competitive Market Declaration.* The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for the service types approved under the Competitive Market Declaration (“CMD”) method.
- (a) Rate Adjustment. The Concessioner may adjust rates of CMD goods and services without prior notification to or written approval from the Superintendent.
- (b) Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization/occupancy remains similar as prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner’s services and rates. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Concessioner operating reporting requirements outlined in this Operating Plan, data from the Concessioner’s visitor satisfaction program, and available data on the Concessioner’s competitors.
- (3) *Published Rates and Compliance.* The Concessioner must post all rates for goods and services available to visitors. Posting can include written and web-based advertising, brochures and other Concessioner promotional materials, and price tags.

- (4) *Reduced Rates for Federal Government Employees.* Goods and services will not be provided to government employees or their families without charge or at reduced rates unless equally available to the public.
- (5) *Exceptional Conditions.* If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service must be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in unavoidable situations.
- (6) *Changes to Rate Methods*
  - (a) Changes Initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.
  - (b) Changes Requested by the Concessioner. The Concessioner may request a change to rate approval method but must submit a request to change rate approval method **at least 60 days prior to the date the next rate request is or would be due.** A Concessioner request to change rate approval methods must include an analysis of market forces criteria as described in the Rate Administration Guide Addendum, Sections 3(A) and 3(E).
  - (c) Advance Rates. The Concessioner may request approval of an advance rate. This request must follow the requirements in the Rate Administration Guide (Section 2.4), except as provided in 36 C.F.R. § 51.82(d).

#### C) Purchasing

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

#### D) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect services and facilities required by this Contract with respect to Applicable Laws; Service policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; compliance with the Contract including all exhibits; and other operational performance standards as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concessioner Review Program.* The Service will evaluate the Concession Facilities and services to assess and rate performance in accordance with the NPS Concessioner Review Program. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities and may obtain assistance of third-party subject matter experts. Service evaluations may fully incorporate the findings of such experts. The Concessioner must provide full access to management, Concession Facilities, documentation, and other resources necessary for and required by the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Service may consider the Concessioner's performance in addressing deficiencies on schedule and in a timely manner in determining the Concessioner's rating.

- (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner may be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating*. The Service determines the Annual Overall Rating ("AOR") for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes one overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.
  - (a) Administrative Compliance Evaluation Report. The Administrative Compliance Report and rating considers the Contract compliance criteria: timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance, etc.
  - (b) Operational Performance Report. Service staff prepare the Operational Performance Report and rating by considering the individual periodic operational evaluations and weighting them if necessary.
  - (c) Public Health Program Evaluation Report. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations, in accordance with the Public Health Service procedures based upon the U.S. Food Code.
  - (d) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating considers compliance with the Service risk management standards, implementing life safety and fires safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.
  - (e) Environmental Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Environmental Management Program ("EMP"). This evaluation and rating considers compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation in accordance with the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
  - (f) Asset Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities.
- (4) *Other Audits or Inspections*. As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third-party evaluator, including but not limited to, the following.
  - (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and compliance with environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide.
  - (b) Fire Inspections. The Service may also conduct fire safety inspections at its discretion throughout the term of the Contract but will contact location managers at the time of

facility inspections so that a representative of the Concessioner may accompany the Service evaluator.

- (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations, which may consider issues such as vector control and exclusion practices, pesticide application practices, and others. Tier 1 inspections are conducted by the Concessioner and Tier 2 level oversight is conducted as part of the Concessioner Review Program. In addition, technical experts (e.g., public health service officer, integrated pest management coordinators) may periodically conduct Tier 3 oversight inspections.
- (d) Visitor Satisfaction Review. The Service may review Concessioner visitor satisfaction program results, complaints, and comments, and incorporate findings into the AOR.

## **E) General Policies**

### **(1) Facilities Use**

- (a) Authorized Use. Concession Facilities must be used only for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
  - (b) Smoking Policy. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#). Smoking is prohibited in all public areas and any other area within the Concession Facilities as designated by "No Smoking" signs.
  - (c) Quiet Hours. Are 9:00 p.m. to 6:00 a.m. within all Concession Facilities.
- (2) Seasonal Facility Set-Up/Take-Down. The Concessioner must coordinate seasonal facility set-up and take-down operations with adequate staffing levels to ensure Concession Facilities are fully functional and ready to operate on opening day and are properly secured at the end of each season.
- (3) Checkout Counter Donation Program. Should the Concessioner participate in this program the Concessioner must comply with all requirements of the [Checkout Counter Donation Program](#) found on NPS [Partnerships website \(Reference Manual 21 – Chapter 4\)](#).
- (4) Lost and Found. The Concessioner will establish and provide an effective process for handling lost and found items that is consistent with Service policy. This policy must be in writing and approved by the Superintendent. Procedures for the handling of lost and found property must conform to [Director's Order 44, Personal Property Management Handbook #44](#), and [41 C.F.R. § 101-41](#).
- (5) Vehicles Used in Connection with Operation
- (a) Identification. The Concessioner must include its name and logo, with lettering no larger than three- and one-half inches in height, on every vehicle.
  - (b) Licensing, Insurance, and Registration. The Concessioner must properly register, license, and insure all Concessioner vehicular equipment used to perform services under the Contract in accordance with all Applicable Laws and with this Contract.
  - (c) Concessioner Parking. The Concessioner must park vehicles and equipment in a safe and organized manner, in the Lehman Caves Visitor Center lower parking lot. Parking must maintain adequate ingress and egress of the designated area at all times.
  - (d) Abandoned Vehicles and Equipment. The Concessioner must notify the Service of abandoned vehicles within the Concession Facilities, which may include employee vehicles. Employee vehicles must be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove abandoned property in a timely manner.
  - (e) Loading and Unloading Zone. A loading/unloading zone outside of the back employee entrance will be accessible for Concession use for loading/unloading of supplies and equipment. No parking is allowed in this zone unless loading/unloading.

- (6) *Visitor Satisfaction and Monitoring.* The Concessioner must establish a Service-approved visitor satisfaction monitoring system to monitor service and quality standards, product mix, pricing, and overall Area experience. This system may consist of electronic or hard-copy (i.e., comment card) surveys, depending on location and services being monitored, but the Concessioner must ensure it clearly articulates how visitors access the electronic version or provide an adequate supply of hard copy surveys. The system must monitor visitor satisfaction with service and quality standards, product mix, pricing, and overall Area experience. Information on accessing the electronic survey must be available at appropriate locations, or the Concessioner must have an adequate supply of comment cards within its facilities.
- (a) Upon receipt, the Concessioner must provide copies to the Service of visitor comments alleging misconduct by a Concessioner or Service employee pertaining to the safety of visitors or the safety of Area resources.
  - (b) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
  - (c) The Concessioner must investigate and make an initial response to any complaint within 48 hours of receipt.
  - (d) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from visitors to concession operations. The Concessioner must adopt the Service program when it is available.

**F) Wildlife Interactions**

- (1) The feeding and intentional disturbing of wildlife within the Area is prohibited. The Concessioner will not encourage the feeding of wildlife within the Concession Facilities and must not encourage the feeding of wildlife within the Concession Facilities by displaying food in such a manner that may imply approval of the feeding of wildlife. This includes the placing of birdfeeders.
- (2) The Concessioner must keep the porch back deck and loading zone clean and free of litter and food spills to reduce smells that might attract wildlife.

**G) Human Resource Management**

- (1) *Employee Identification.* At a minimum, Concessioner must issue all employees an employee photo identification card that includes name, work location, and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees. Employees may use these cards for entrance to the Area.
- (2) *Employee Appearance.* At a minimum, the Concessioner must issue all employees who have direct contact with the general public standardized clothing appropriate for the operation. Clothing worn by the Concessioner's employees must have the company logo and be easily identifiable to the Service and the general public. Employees must be neat and clean in appearance and project a hospitable, positive, friendly, and helpful attitude.
- (3) *Employee Hiring Procedures*
  - (a) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must establish an appropriate employee drug-testing program. The Concessioner must require any employee who is in a safety-sensitive or security-sensitive position to participate as appropriate in pre-employment and random drug testing. Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report it to the Area's Chief Ranger.



- (b) Background Checks. The Concessioner must ensure background checks are performed on all new employee hires, to include: local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check for employees operating Concessioner vehicles. The Concessioner must ensure that these comprehensive background checks are performed every third year for returning employees. When the Concessioner learns that an employee is the subject of an active warrant, the Concessioner must immediately notify the Chief Ranger's Office. The Concessioner must immediately notify the Service law enforcement office if a background check shows an employee is required to register as a sexual or violent offender. Employees must allow such a possible release of information as a condition of hire.
  - (c) Driver Requirements. Drivers of Concessioner-owned vehicles must have a valid state operator's license for the size and class of vehicle being driven.
  - (d) Service Employees. The Concessioner must not employ in any status an Area employee, his/her spouse, or a minor child, without the Service's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
- (4) *Training*. The Concessioner must provide and maintain records of appropriate employee training as set forth below and must provide those records to the Service upon request. The Concessioner must ensure all guides are fully qualified and experienced and must include all training required by Applicable Laws.
- (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within **30 days of the Contract effective date**, and when revised.
  - (b) The Concessioner must provide employee orientation and training and will inform employees of Service regulations and requirements that affect their employment and activities while working in the Area. Additional orientation will be conducted by the Concessioner with Service participation as appropriate.
  - (c) The Concessioner must provide adequate, applicable training (hospitality, customer service, environmental stewardship, etc.) to each employee prior to job assignments and working with the public.
  - (d) Sanitation Training. The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the U.S. Public Health Service (USPHS) Food Code.
- (5) *Employee Responsibilities*. The Concessioner must ensure its employees adhere to all Federal and State laws including, but not limited to, wearing seatbelts, use or possession of illegal substances, and criminal activity. The Concessioner must formally inform employees and potential employees that any individuals required to register with the appropriate law enforcement agency in accordance with Nevada Criminal Code 13-1821 to 13-3826 (sex offenders), must register with the Chief Ranger's office.
- (6) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

**H) Possession of Firearms**

- (1) The Concessioner is responsible for determining how it will interpret and implement federal and state of Nevada firearm possession laws regarding its visitors. The Concessioner should consult the applicable state attorney general's office about relevant state firearms laws as well as Service Visitor and Resource Protection staff.
- (2) The Concessioner must provide the Service its written policy articulating how it will implement federal and state of Nevada firearm possession laws regarding its operation for review **within 60 days of the Contract effective date**. The policy should also include a plan for management of public firearm possession related to concession activities.
- (3) Concessioner employees must not possess firearms while on duty. The Service may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Service will provide a written response to the Concessioner.

**5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS**

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

**A) Retail**

- (1) *Minimum Operating Standards.* The Concessioner must provide retail services in accordance with the Retail Standards (10-RET).
- (2) *Exemptions or Additions to Retail Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
19	Ice/Vending	Addition	The Concessioner is authorized to provide vending services that include newspaper. Other machines such as hot and cold beverages, snacks, and ice may be provided with prior written approval of the Service. Machines must be conveniently located, and of a design and color that complement the aesthetics of the building(s) and surroundings. The Concessioner must obtain the Service's approval of all machine locations, quantity, and exterior aesthetics before installation. The Concessioner must not offer cigarette vending machines.
37-42	Perishable Food Storage, Preparation, and Service Areas	Exempt	These standards will be evaluated under the Fast Casual F&B (10-FBC) Standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
53	General Merchandise	Addition	The Concessioner must carry a selection of general merchandise including gifts and souvenirs. Sales will be limited to Great Basin National Park themed clothing and merchandise. The Concessioner will work with the Service to ensure the quality and items are appropriate for the Area.

### B) Food and Beverage

- (1) *Minimum Operating Standards.* The Concessioner must provide food and beverage service in accordance with the Fast Casual standards (10-FBC). Additional standards are available on the Commercial Services website and the Service's [Healthy Food Standards and Sustainable Food Guidelines](#).
- (2) *Exemptions or Additions to Fast Casual Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-14; 15-21; 22-28	Facility – Exterior; Public Areas – Interior; Safety	Exempt	These standards will be evaluated under the Retail (10-RET) Standards.
56	Certificates	Addition	The Concessioner must always have at least one full-time certified food safety manager on duty. At a minimum, the Food and Beverage Manager must have a current ServSafe® Food Protection Manager by the National Restaurant Association, or an equivalent certificate. All food service employees must have a current food handler's card, issued by a state, county, or local health department.

### C) Wireless Internet (Authorized Service)

- (1) *Minimum Operating Standards.* The Concessioner must provide wireless internet in accordance with the Wi-Fi Standards (10-WFS).
- (2) *Exemptions or Additions to Retail Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
10	Customer Support Center (CSC)	Exempt	This standard does not apply.

## 6) ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [standards and evaluations portion of the NPS Concessions website](#). A proposed EMP will be submitted within 60 days of the Contract and must be updated annually and provided to the Area no later than **December 31**. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit E (Maintenance Plan) to this Contract.

## 7) RISK MANAGEMENT PROGRAM

### A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Plan that is in accordance with the Service Risk Management Program Standards for Concessioners, found on the [standards and evaluations portion of the NPS Concessions website](#). The Concessioner must submit an initial Risk Management Plan to the Service **within 120 days of the Contract effective date and no later than December 31 annually thereafter**. The Concessioner must update its Risk Management Plan to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

### B) Emergency Response – Release of Hazardous Substances

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

### C) Exculpatory Agreements

- (1) *Use of Exculpatory Agreements*. The Concessioner may require clients (or their legal guardian if the client is under 18 years of age) participating in Area activities identified by as “higher risk” to sign exculpatory agreements that include a visitor Acknowledgment of Risk (VAR), Waiver of Liability (WoL), and indemnification clauses.
- (2) *Higher Risk Services*. None of the required services as defined in Section 3(a) of the Contract are designated as higher risk services. The Service will work with the Concessioner should it propose any authorized service(s) which may classify as a higher risk service.
- (3) *Exculpatory Agreements*
  - (a) Must comply with applicable state and federal law and Service Policy;
  - (b) Must not waive liability or preclude claims against or require indemnifying the Concessioner for gross negligence, recklessness, or willful misconduct; and
  - (c) Must waive liability against the United States by including the following language:

“The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned’s participation in this activity.”
- (4) *Compliance with Laws and Policy, and Service Review*. The Service will not as a matter of standard practice, collect, review or approve the Concessioner’s exculpatory agreements. Concessioners may consider consulting with their own counsel in the development of its exculpatory agreements to ensure they comply with Service Policy and Applicable Law. However, the Service reserves the right to review the Concessioner’s exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service Policy are met. The Service also reserves the right to require changes to Concessioner’s exculpatory agreements or, to the extent permitted by law, revoke the Concessioner’s allowance to use exculpatory agreements, if the Service determines the agreements are not compliant. Any determination by the Service that a Concessioner’s exculpatory agreement is policy-compliant does not convey the Service’s view that the agreement is valid, enforceable, or otherwise endorsed by the Service for any purpose.

## 8) PROTECTION AND EMERGENCY SERVICES

### A) Law Enforcement

- (1) *Concessioner Responsibilities*. Concessioner-employed personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms on duty.

- (a) The Concessioner must secure Concession Facilities, equipment, and property under its control. The Concessioner may be required to provide additional security personnel during heightened periods of vandalism, break-ins, theft, etc. at the Concession Facilities.
- (b) The Concessioner must immediately report all suspected and known criminal violations to the Service.
- (2) *Service*. The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will be notified of all violations of Federal, State, County, or Service regulations or policies. State or County officials may assist in some matters as well. The Service will provide radio frequencies for the Concessioner to communicate emergencies to Area Staff.

## **B) Structural Fire Protection**

The Concessioner must make fire prevention and protection a priority at all Concession Facilities and take reasonable steps to prevent and protect against structural and other fires. Any deviation from the following requirements requires written approval from the Service.

All fire incidents including alarms, smoke, and fires of any size must be reported by the Concessioner to the Chief Ranger or Park Dispatch immediately even if Service response is not required.

### **(1) Concessioner Responsibilities**

- (a) The Concessioner must comply with all Applicable Laws related to the installation, operation, maintenance and repair of fire detection and suppression equipment, fire protection planning and training including Occupational Safety and Health Administration (OSHA) and National Fire Protection Association (NFPA) standards and Reference Manual RM-58, available at [Reference Manual RM-58](#).
- (b) The Concessioner must prepare and maintain a Fire Prevention Plan in accordance with 29 CFR 1910.39. This plan must be provided to the Service annually.
- (c) The Concessioner structural fire, wildland fire, and life safety plans and procedures must be integrated in the Concessioner's Risk Management Program.
- (d) The Concessioner must designate a Structural Fire Manager to ensure the Concessioner's compliance with its fire program responsibilities and coordinate with the Area's structural fire coordinator.
- (e) The Concessioner must conduct the following inspections related to fire and life safety on the property:
  - A full inspection of the property (including a Fire Protection Condition Assessment to NPS standards) by a licensed fire protection engineer **within 60 days of the effective date of the Contract** and every five (5) years thereafter. This inspection must be comprehensive and performed in compliance with all applicable sections of NFPA and with any more restrictive elements of RM-58, the specific Service guidance. It must include life safety systems and fire suppression and protection systems and elements, including elements of passive protection. The goal of this inspection is a comprehensive review of all conditions on the property with resulting recommendations forming a basis for projects and emergency work going forward. A report of inspection must be submitted to the Service within 30 days of the inspection.
  - Facility Fire Life Safety Inspection (NFPA 101) annually by a certified fire inspector.
  - Fire protection equipment and system inspection, testing, maintenance, and repairs as required by NFPA standards and Service standards and policies. Reports of these inspections must be submitted within 30 days of the inspection. All requirements listed below are based on current NFPA standards – where the standards have changed, current standards must be complied with in lieu of the schedule set forth below:
    - ◆ Fire suppression systems (NFPA 25) - annually
    - ◆ Fire suppression systems will also be inspected internally every five years (NFPA 25)

- ◆ Fire alarm systems (NFPA 72) annually
- Weekly/monthly visual inspections of facilities for compliance with basic fire, life safety requirements set forth in Reference Manual 58 and all relevant portions of the NFPA (including 101 – emergency lighting and exit signs and 10 – fire extinguishers). Concession employees with adequate education, training, and insurance approved by the Service may conduct weekly/monthly visual inspections. The Concessioner shall maintain written records verifying the completion of such inspections through the term of the Contract and must provide the records to the Service upon request.
- (f) The Concessioner must conduct applicable fire prevention awareness training for staff as required by NPS Reference Manual #58 (Structural Fire Management), as it may be amended, supplemented or superseded throughout the Contract term.
- (2) *Service Responsibilities*
  - (a) The Service is the Authority Having Jurisdiction (AHJ) and will be responsible for approving equipment, materials, installation, or procedure regarding structural fire. The AHJ will be responsible for resolving conflicts between policy, codes, or standards.
  - (b) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service may contact the Concessioner at the time of the evaluations so that a representative of the Concessioner may accompany the Service evaluator.
  - (c) The Service must promptly complete repair and replacement of fire protection systems and life safety systems and components that are found not to be functioning properly during inspections or through other means.

### **C) Emergency Medical Care**

- (1) *Emergency Reporting Procedures.* All Concessioner employees must be trained in proper emergency medical care reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location.
  - (a) Phone numbers: 911 (or 9-911 depending on the location within the Area) or the Area Communication Center at 775-234-7331.
- (2) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. An employee certified in standard First Aid must be at the Concession Facilities during operating hours.
- (3) *Training.* The Concessioner is encouraged to allow all employees to attend emergency response, cardiopulmonary resuscitation (CPR), automatic external defibrillator (AED), and other first aid training.
- (4) *Service Response.* The Service will dispatch rangers and emergency personnel. The Concessioner must call 911 for emergency service.

## **9) UTILITY RESPONSIBILITIES**

### **A) Concessioner**

- (1) The Concessioner must provide utility services not provided by the Service including phone and internet. The Concessioner must provide prompt payment for these services.
- (2) The Concessioner shall encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.
- (3) The Concessioner must transport their refuse and recyclables to the dumpster(s) provided by the Service for this usage.

### **B) Service**

- (1) The Service will provide potable water and wastewater services along with electricity and propane services to the Concession Facilities and will bill for actual usage. The Service provides these services in accordance with Director's Order 35B.

- (2) The Service will bill the Concessioner in accordance with its Applicable Laws, including without limitation, Service Policy, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service.
- (3) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing **90 days before new rates for the upcoming year become effective**.
- (4) The Service may cease to provide a particular utility service if such service is commercially available and the Service decides to switch to a commercial utility.

## 10) PUBLIC RELATIONS

### A) Required Notices

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

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

Please address comments to:

Superintendent  
Great Basin National Park  
100 Great Basin National Park  
Baker, NV 89311

"This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

### B) Public Statements

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

### C) Use of the National Park Service Authorized Concessioner Mark ("Mark")

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

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

- (1) *Approval of Advertisements and Promotional Material.* The Concessioner must submit to the Service any new or updated promotional and public information material, including website information, for review and approval at least **30 days prior to projected use** or publication. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service in advance to establish specific timeframes for each project.
- (2) *Website, Social Media Postings, Comments, Photos, and Other Content.* All Concessioner websites and social media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area,

Concessioner, or the nearby communities does not require pre-approval by the Service. The Service may review social media content for appropriateness and accuracy. The Concessioner must monitor its social media pages on a regular basis and must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery. The Concessioner must provide the layout and general content of the website and social media site(s) for Service approval at least **two weeks prior** to making the site accessible to the public.

- (3) *Material*. All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper or tree-free products and double-sided. The use of soy-based ink is also recommended.
- (4) *Area Publications*. The Concessioner may distribute the Area brochures and Park maps to visitors.
- (5) *Statements*
  - (a) Authorization. Advertisements, promotional material, and social media sites must include the following Service-approved statement regarding providing services and facilities to the public within Great Basin National Park: "(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (area name)."
  - (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising in accordance with the Contract, Exhibit C (Nondiscrimination).

## 11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

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

## 12) REPORTING REQUIREMENTS

### A) Operational Reports

- (1) *Employees and Management List*. The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, office, and emergency phone numbers **within 60 days of the Contract effective date**. The Concessioner will also provide an updated list by **May 1** of each year of the Contract and as significant revisions are made. Additionally, the Concessioner will submit to the Service, upon request, a list of the names and job titles of all employees, seasonal or full-time.
- (2) *Incident Reports*. The Concessioner will immediately report the incidents listed below to an Area Ranger for the following:
  - (a) Any fatalities and any visitor-related accidents or incidents.
  - (b) Property damage estimated to be over \$500.
  - (c) Employee or visitor injuries requiring more than minor first aid treatment.
  - (d) Any fires.
  - (e) Any motor vehicle or boat accidents.
  - (f) Any incident that affects Area resources.
  - (g) Any known or suspected violations of the law.
- (3) *Human Illness Reporting*. Any suspected outbreak of human illness, whether employees or guests, is to be reported promptly to the Service Public Health Officer through the Area's Chief Ranger Office, or their representative. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.



- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by Federal, State, and local rules and regulations. At a minimum, all spills must be reported to the Park Dispatch. The Concessioner will also call the following numbers, as required:
  - (a) National Response Center: (800) 424-8802
  - (b) EPA, Region 9: (866) 372-9378 (toll free)
- (5) *Certificates of Insurance*. The Concessioner will provide annual updated statements and certificates of insurance **no later than 30 days** after the insurance(s) renewal date(s) and in accordance with the Contract.
- (6) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. The Service must approve these surveys in writing prior to use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days of receipt**.

#### **B) Operational Statistics by Service Type**

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

- (1) *General Merchandise*
  - (a) Revenue by merchandise category (e.g. grocery, packaged alcohol sales, sporting goods and recreational equipment, retail (souvenirs), etc.)
  - (b) Number of transactions
- (2) *Food and Beverage*
  - (a) Number of covers served by breakfast, lunch, and dinner
  - (b) Total revenue
  - (c) Number of transactions
- (3) *Other*
  - (a) Movie Rental revenue and number of transactions per month
  - (b) Vending revenue and number of transactions per month
  - (c) Total number of permanent full time, part time, and/or seasonal employees.

#### **C) Financial Reports**

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

- (1) *Monthly Franchise Fee Report*. No later than the **15th of the following month**, the Concessioner must report on the franchise fee deposit for the preceding month, including, but not limited to, the total gross receipts by department, total franchise fees by department, and a copy of the electronic confirmation identifying the account and amount transferred.

#### **D) Other Reporting**

- (1) *Visitor Demographic Data*. The Service may request the Concessioner provide demographic data reports on a periodic basis to assist in understanding Area visitation and concession visitor needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.

**13) SUMMARY OF INITIAL AND RECURRING DUE DATES**

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

<b>Title</b>	<b>Frequency</b>	<b>Due Date(s)</b>
Advertisements & Promotional Material	As Necessary	At least 30 days prior to projected use
Annual Financial Report	Annual	Within 120 days after the Concessioner's fiscal year end
Annual Rate Change Requests	Annual	NLT October 15
Certificates of Insurance	Annual	Within 30 days after renewal or changes
Employee Handbook	Annual	Within 30 days after Contract effective date
Environmental Management Program	Initial, Annual	Within 60 days after Contract effective date; December 31
Fire & Life Safety Inspections	Initial, Annual	Within 30 days of initial occupancy; annually
Management/Employee Contact List	Annual	NLT May 1
Operational Reports	Annual, Monthly	NLT December 31 annually; NLT 15 <sup>th</sup> of the following month
Possession of Firearms Policy	Initial	Within 60 days after Contract effective date
Proposed Opening/Closing Dates	Annual	February 1 for the upcoming season.
Remittance Report	Monthly	NLT 15 <sup>th</sup> of the following month
Risk Management Plan	Initial, Annual	Within 120 days after Contract effective date; December 31
Social Media Postings	As Necessary	At least two weeks prior
Survey/Visitor Response Data	As Necessary	Within 14 days after receipt
Visitor Satisfaction and Monitoring	Initial	Within 30 days after Contract effective date

Effective, March 1, 2027