

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 Sequoia and Kings Canyon National Parks (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 will not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

The Concessioner must comply with limitations on commercial services in wilderness established by Park management plans, including the Wilderness Stewardship Plan / Final Environmental Impact Statement (WSP/FEIS).

2) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 CFR 51, the following definitions apply to this Operating Plan:

Administrative Trips. For purposes of a CSD, ancillary guiding, packing or outfitting services provided to the Service, or to other federal agencies, state agencies, researchers, contractors, or volunteers who are authorized by the Service to accomplish project or administrative work in wilderness. Work of this type operates under the authority of the Service and activities are categorized as an administrative use of wilderness.

Allocation. Total number of Area Commercial Service Days (CSDs) granted to the Concessioner.

Commercial Service Day (CSD). The definition of a CSD from the WSP is, “all or part of a day spent by a client of a commercial service provider on Service-managed lands.” A CSD is calculated no differently for dunnage or re-supply trips than for any other trips where clients are under the continuous care of the guide. A CSD is not transferable.

Date of Record. The date use occurs in Area wilderness and constitutes the official date for tally of CSDs, regardless of actual trip start or end date in Area front-country or USFS managed lands. The Date of Record will be used, including but not limited, to classify a trip as a CSD and assign the area as Wilderness wide (WW) or the Mount Whitney Management Area (MWMA).

Educational Trips. For purposes of a CSD, to qualify as an Educational Trip, a trip must meet the standards of the Area’s Educational Trip guidance. Education is one of the enumerated purposes of the Wilderness Act. When academic goals are the primary purpose of a trip, having support services provided by commercial entities does not change the essential character of the trip, which is academic, not commercial. The Area’s Educational Trip guidance requires that qualifying trips offer: 1) Academic goals related to environmental education as its primary purpose; 2) Qualified educator to deliver the academic content; and 3) Educational nexus to Area wilderness. The Concessioner must obtain approval for Educational Trips from the Service prior to operation.

Group. An assembly of riders, packers/guides.

Management Area. Subdivisions of Area wilderness areas outlined in the WSP and defined to provide specific recreational opportunities and resources that are appropriate given the purposes for which the

national park unit was established. The Wilderness wide (WW) Management Area and the Mount Whitney Management Area (MWMA) were designated by the WSP. A map of the WW and MWMA can be found in Exhibit A Operating Plan Attachment 3 - Wilderness Travel Zone Map.

Peak and Off-Peak Season

Cedar Grove Pack Station:

Peak Season: Memorial Day through Labor Day

Off-Peak Season: May 15 to Memorial Day and Labor Day to September 30

Grant Grove Stables:

Peak Season: June 15 through Labor Day

Off-Peak Season: Labor Day to September 30

Scientific Research. For purposes of a CSD, ancillary guiding, packing or outfitting services provided to the Service, or to other federal agencies, state agencies, researchers, contractors, or volunteers who are authorized by the Service to accomplish scientific research in wilderness. Researchers of this type operate under the authority of the Service and their activities are categorized as an administrative use of wilderness.

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. Service Policy is available upon request from the Service.

WSP. The Wilderness Stewardship Plan / Final Environmental Impact Statement (WSP/FEIS) (2015) for Sequoia and Kings Canyon National Parks. This plan describes how the National Park Service manages Park wilderness to provide future generations with a variety of opportunities to experience the wilderness while preserving wilderness character and improving conditions in areas where there may be unacceptable levels of impacts on wilderness character. It also establishes standards for wilderness management and limitations on commercial services. A copy of the WSP/FEIS is available for download on the Area's [Wilderness page](#).

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site 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, facility, and operational matters within the Area; and has the responsibility for implementing the policies and directives of the Service.

B) Service

The Superintendent manages the Area with responsibility for all operations, including oversight of 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 Concessioner services, Concession Facilities, and review and approval of rates charged for all services. The Service will provide a current contact list to the Concessioner with all appropriate points-of-contact.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) *Minimum Operating Season and Hours.* The Concessioner must provide all visitor services required and any authorized services offered at Cedar Grove Pack Station and Grant Grove Stables during the following minimum operating season and hours.

| Location | Season | Minimum Operating Hours |
|--|-----------------|---|
| Cedar Grove Pack Station and Grant Grove Stables | Peak Season | 9:00 a.m. to 4:00 p.m. daily; staffed reservations |
| Cedar Grove Pack Station and Grant Grove Stables | Off Peak Season | 10:00 a.m. to 3:00 p.m. Saturdays and Sundays, weather permitting |

- (a) The Concessioner must post the hours of operation in prominent locations. The Concessioner must submit any proposed changes to opening and closing dates, and hours of operation for all locations, which must include at a minimum the seasons and hours listed above, to the Service no later than **October 31** for the next season. The Service will give reasonable notice of any schedule changes that it may initiate. Weather, natural disasters, special projects to repair infrastructure, and visitation may cause specific dates of operation to fluctuate.
- (2) *Minimum Number of Rides and Schedule.* The Concessioner must offer a minimum of three rides, each with a capacity of between 1-6 riders and at least 1 wrangler/guide, daily, at scheduled times throughout the day during the Peak Season at each Area location. Times for one (1) hour and two (2) hour rides must be consistent throughout the season. The Concessioner may provide pony rides on an as-needed basis.
- (3) *Temporary Suspension of Rides.* The Service may require temporary suspension of certain rides at any time when the trail conditions lead to safety, maintenance, or resource protection concerns.
- (4) *Pre and Post-Season Meetings.* Concessioner and all appropriate site representatives must attend a pre-season meeting with the Service to review the Operating Plan and to discuss planned operations for the season and a post-season meeting with the Service to review the season's operation. The Service and Concessioner will jointly determine the pre-season meeting and post-season meeting dates.

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 guided horseback rides, horse boarding, instructional courses, retail, souvenir photography, special events, vending, and other services are set using the CMD 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 CMD rate 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.

- (c) Concessioner Rate Monitoring Plan. **Within 60 days of the Contract's effective date**, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments in rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The Plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's plan must describe a variety of monitoring components, including:
- Monitoring by service type
 - Competitors by service type
 - How it will track competitor pricing
 - What its strategy is for pricing against competitors
 - How it will monitor utilization
 - How it will monitor visitor satisfaction for each service type or classification
- (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, price tags, telephone reservation system, and third-party booking agents.
- (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) *Deposit and Cancellation Policies*. The Concessioner must develop reservation procedures, including rates for deposits and cancellations, which are patterned after those businesses used as comparables or considered as competitors. The Concessioner's approved rate schedule and advertising material must state in detail the conditions under which deposits are refunded or cancellation fees charged. Cancellation and refund policies (including deadlines) must be submitted in writing to the Service for approval prior to each operating season. Concessioner cancellations may have different refund rates than visitor cancellations. Refund due dates must be with industry standards if not immediate. Refunds must be given in the event of cancellation due to guide availability, sea state, or unsafe weather conditions.
- (7) *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).

- (8) 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 Concession 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 insurance requirements.
- (b) Operational Performance Report. Service staff prepare the Operational Performance Report and rating by considering the individual periodic evaluations scores and weighting them if necessary.
- (c) Public Health Program Evaluation Report. A representative of the Service's Public Health Program will conduct evaluations of the Concessioner's food and beverage, 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's 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 evaluation and maybe 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's environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
 - (f) Asset Management 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 Service Audits and Inspections*
- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and 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 may not be used for activities or services that do not directly and exclusively support contractual services and Concessioner obligations required by the Contract without written permission from the Service.
 - (b) Quiet Hours. Quiet hours must be enforced between the hours of 10:00 p.m. and 6:00 a.m. within all Concession Facilities, including employee housing.
 - (c) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. Concession Facilities must comply with current Service policies, including without limitation, [Director's Order 50D](#).
- (2) *Reservations*. The Concessioner must utilize a central computerized reservation system for regularly scheduled guided horseback rides offered under the Contract on a 12 month forward rolling basis. The reservation system must allow guests to complete online bookings for these services.

- (a) Reservation Services. The Concessioner must provide reservation services, at a minimum, via an online web site and toll-free telephone year-round. The Concessioner must adequately staff the Pack Station and Stables to accept walk-ups and daily reservations during the Peak Season. The Concessioner must offer an on-line reservation system consistent with industry best practices.
- (b) Third Party Sales or Intermediaries. The Concessioner must ensure that third party companies are selling services for the Concessioner at or below the Service-approved maximum rate. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate.
- (c) Overbooking. The Concessioner must not overbook services. The Concessioner may implement a waiting list system, pursuant to which the visitor is not guaranteed, nor charged for, a reservation until a service is confirmed as available.
- (3) Checkout Counter 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 the Operation
 - (a) Licensing, Insurance, Maintenance, and Registration. All vehicular equipment used in operations under the Contract by the Concessioner or the Concessioner's employees, will be properly registered, licensed, insured, and maintained in accordance with federal and state law and regulations. The only vehicle maintenance activity that is allowed within the Area is topping off fluids in the parking area. All other vehicle maintenance activities must take place outside the Area.
 - (b) Identification. The Concessioner must identify Concessioner-owned vehicles with its name and logo, with lettering no larger than three- and one-half inches in height.
 - (c) Concessioner Parking. The Concessioner must ensure that Service-approved designated areas are used to park and store trailers, vehicles, and equipment in a safe, organized manner. The Concessioner must maintain egress in or out of the Service-approved designated area at all times.
 - (d) Abandoned Vehicles. The Concessioner must notify the Service of abandoned, immobile, or inoperable vehicles, including employee vehicles, within the Concession Facilities. Concessioner must tow employee vehicles at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove abandoned property in a timely manner and properly dispose of all abandoned property.
- (6) Deliveries. The Concessioner must schedule deliveries so that they do not interfere with business operations during peak visitation hours. Deliveries should use non-public areas to the extent possible.
- (7) Interactions with Wildlife
 - (a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife.
 - (b) The Concessioner must include proper signage that prohibits leaving unattended food on any outdoor table within the Concession Facilities.
 - (c) The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife.

- (8) *Signs*. The Concessioner must obtain Service approval for all exterior signs prior to being used.
- (9) *Visitor Comments*. The Concessioner must establish a Service-approved visitor satisfaction monitoring system to monitor service and quality standards, product mix, pricing, and overall 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 visitor access the electronic version or provide an adequate supply of hard copy surveys. The Concessioner must submit its plan for this system **within 30 days following the Contract effective date**.
 - (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 Concessioner must provide the Service with, at a minimum, a monthly electronic report of survey responses, comments, and complaints. The monthly report is due by the 15th of the month following receipt, and the annual report is due on **February 15**. The Concessioner must provide individual comments upon request.
 - (e) The Service is developing standard customer satisfaction questions. Once developed, the Concessioner must include these questions in its visitor satisfaction survey and make results available to the Service.

F) Human Resources Management

(1) Area Entrance Passes

- (a) The Concessioner must contact the Big Stump Entrance Station to obtain Area entrance passes for all employees.
- (b) The Concessioner must maintain a tracking system for passes that are issued and ensure appropriate distribution and collection upon termination of employment.
- (c) All Area entrance passes are the property of the U.S. Government. The Concessioner must adhere to the Service's Standard Operating Procedure for Area Entrance Passes, which are available upon request.

(2) 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 Service's Dispatch at 559-565-3195.
- (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 operator's license for the size and class of vehicle being driven.
- (d) Service Employees. The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Service's written approval.
- (3) Training. The Concessioner must provide and maintain records of appropriate training as set forth below and must provide those records to the Service upon request.
 - (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 rules of the Concessioner and applicable regulations of 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) Concessions Management and Area Specific Training. The Concessioner must provide an active, ongoing training program, including orientation to Service evaluation standards and rate policies, and the Concessioner's Environmental and Risk Management Programs. The Concessioner must also provide Area specific training to all employees, including, but are not limited to: information regarding natural and cultural resources of the Area; history and mission of the Area; mission and responsibility of the Service; and other services and facilities available.
 - Wildlife, Fish, and Vegetation Management. The Concessioner must provide Service-approved training in fish, wildlife, and vegetation management, including measures to prevent wildlife species from becoming habituated to human foods and to prevent the spread of invasive plant species.
 - Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services. The Concessioner must work closely with the Service to improve the methods of preparing and presenting effective interpretive information. The terms "interpretive" and "interpretation" mean messaging and communications to visitors relaying the purpose and significance of the Area.
 - Guides. Guides must be a minimum of eighteen (18) years of age. Guides must understand the hazards involved and be properly trained and prepared for conditions and situations that may be encountered. The Concessioner must ensure that guides possess the knowledge, skills, judgment, leadership ability and experience necessary to safely lead groups on day or overnight trips in the Area. Guides must have experience in the subject areas in which they guide.
 - Fire Prevention. The Concessioner must conduct applicable fire prevention awareness training for staff, including fire drills and portable fire extinguisher training.
 - Emergencies. An employee certified in standard First Aid and Cardiopulmonary Resuscitation (CPR) training must be staffed and available at each Concessions Area location during operating hours. The Service encourages the Concessioner to allow all employees to attend emergency medical training, including Emergency Medical Responder courses. All lead guides/packers/wranglers must, at a minimum, maintain a valid Wilderness First Aid (WFA) certification and must hold a current Cardiopulmonary Resuscitation (CPR) card to conduct day trips in wilderness. In addition, it is recommended that all lead guides/packers/wranglers maintain a valid Wilderness First Responder (WFR) certification to conduct overnight trips in wilderness. The Concessioner must maintain all current required training certifications and documentation for each guide. The Concessioner must provide this documentation upon request by the Service.
- (4) 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 county sheriff's office in

accordance with California Penal Code § 290(b) (sex offenders), must also register with the Chief Ranger's Office.

- (5) *Organized Labor Activity.* The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 26 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 assessing a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

G) Possession of Firearms

- (1) The Concessioner is responsible for determining how it will interpret and implement federal and state of California firearm possession laws in regard to its visitors. The Concessioner should consult the applicable state attorney general's office with regard to 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 California firearm possession laws 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.
- (3) Concessioner employees must not possess firearms while on duty or within structures in the Area. 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 [Standards and Evaluations](#) section of the NPS Commercial Services website 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) Horse and Mule Operations

- (1) *Minimum Operating Standards.* The Concessioner must provide equestrian services in accordance with the Horse and Mule Standards (10-H&M). These minimum operating standards also apply to the Authorized Services of guided horseback rides (all other), horse boarding, and instructional courses. 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 |
|-----------------|----------------------------|----------------------|--|
| 8 | Trash / Recycling | Addition | The Concessioner must provide bear-proof (animal proof) food storage and trash and recycling receptacles for employee and visitor usage. |
| 9 | Flags | Exemption | This standard does not apply. |
| 17 | Drinking Fountains | Exemption | This standard does not apply. |
| 21 | Fire Alarms and Pull Boxes | Exemption | This standard does not apply. |

| Standard Number | Standard Name | Exemption / Addition | Details of Exemption or Addition |
|-----------------|-------------------|----------------------|--|
| 24 | Landscaping | Addition | All assigned grounds and landscaping plantings will comply with Management Directive 38 or its successor document which limits the species and sources of plant materials that may be introduced into the parks. |
| 25 | Manure | Addition | <p>Manure must be removed frequently enough to prevent runoff, non-native plant growth, excessive odor, or unsightly or unsafe conditions, no less than once per week and fully removed from the Area by the end of the operating season.</p> <p>The Concessioner will ensure that any manure stored within the assignment will be stored in such a way to prevent manure-laden runoff during precipitation events and to prevent plants from growing in the manure. At minimum, this will include tarping manure piles completely with a water-impermeable barrier and installation of weed free wattles around stored manure.</p> |
| 30 | Feed Rooms | Addition | The Concessioner must follow all park Food Storage Regulations. Veterinary medicines must be securely stored to preclude public access. |
| 31 | Hay Storage | Addition | <p>Hay must be stored to prevent the dispersal of plant seeds into the assigned areas and adjacent NPS areas. Any loose hay material must be raked and either used as feed or disposed of as trash daily.</p> <p>In accordance with California Food and Agriculture Code Section 5101 and 5202 for the certification of Weed Free Forage, Hay, Straw, and Mulch, the Service requires any hay or straw brought into the Area be certified weed free, including non-stock uses of straw. California or Nevada certified weed-free forage (baled or loose hay, hay cubes, or straw bedding) is required when hay products are used as supplemental forage or bedding in the front-country.</p> |
| 38 | Identification | Exemption | This standard is recommended, not required. |
| 40 | Condition (Stock) | Addition | <p>The Concessioner will groom horses daily. All sick or injured stock must be promptly treated and cared for.</p> <p>The Concessioner must adhere to the California Penal Code, Chapter 13.5, Horses and Other Equine Animals.</p> <p>The Concessioner must notify Area dispatch at (559) 565-3195 as soon as possible in the event any of its livestock dies within the Area boundary. The Concessioner must ensure any dead horse or mule is moved at least 300 feet from any trail, campsite, or water within 72 hours. The Concessioner is responsible for disposing the carcasses in a manner determined by the Service.</p> |
| 41 | Inspections | Addition | Horses with non-disabling, but unsightly injuries will not be in use until such time as the injuries are healed. |

| Standard Number | Standard Name | Exemption / Addition | Details of Exemption or Addition |
|-----------------|-------------------------|----------------------|--|
| 43 | Adequate Stock | Addition | Cedar Grove: total stock not to exceed 50 at any time, 45 head (horses and mules) for use on Area trails and 5 additional horses for boarding. Grant Grove: total stock not to exceed 30 at any time, 25 head (horses and mules) for use on Area trails and 5 additional horses for boarding. |
| 44 | Suitability | Addition | Concessioner must ensure its stock are: even-tempered, gentle, well-trained to accommodate the inexperienced rider and will remove or replace any horse that regularly demonstrates an unsafe disposition from service. |
| 45-48 | Carriages | Exemption | These standards do not apply. |
| 49 | Stables | Addition | Additional separation of animals in corrals, to include temporary fencing, may be necessary. |
| 55 | First Aid Kit | Addition | Every wrangler must carry a ten-person first aid kit in their saddle bag. The first aid kit must include slings. |
| 56 | Communication Equipment | Addition | Wranglers will carry a communication device, such as a portable two-way radio or wireless device, on all trail rides. Staff at the stables will monitor the radio when riders are on the trail. |
| 64 | Availability | Exemption | The Concessioner is not required to provide reservations via fax. Reservation services are not required by internet, but encouraged as internet service to the Concession Facilities improves. |
| 72 | Visitor Safety | Addition | Wilderness users should be in good physical condition and should be able to survive on their own by taking the necessary precautions and equipment. Packers/Guides should evaluate the fitness of their clients and adjust trip plans to accommodate fitness levels. |
| 79 | Grounds | Addition | The Concessioner must follow all park Food Storage Regulations. A list of approved portable food storage containers is available from the Service. |

| Standard Number | Standard Name | Exemption / Addition | Details of Exemption or Addition |
|-----------------|--------------------|----------------------|---|
| 83 | Trial Etiquette | Addition | <p>The Concessioner must inspect for and remove trash and litter within four (4) feet of either side of the trail on day ride loops.</p> <p>The Concessioner is responsible for inspecting trails to be used for dangerous trees, hanging limbs, wildland fires, and other evidence of hazardous conditions and will notify the Service of potentially hazardous conditions.</p> <p>The Concessioner must keep horses at a walk or a trot within Area boundaries. The Wranglers will slow horses to a walk when approaching or passing other users. Wranglers will not permit intentional cantering or galloping of horses on trails. Horse/mule strings will be kept together as much as possible to minimize horses/mules having to trot to catch up with the rest of the string. The Concessioner will not short cut trails and switchbacks.</p> <p>After stock have grazed or have been held in an area outside of assigned lands (Exhibit C), the area will be inspected and all manure piles will be scattered, particularly in or near water which will be removed whenever possible. Measures that give stock an opportunity to urinate and defecate away from water (e.g., stop to let them urinate before leading them to water to drink) will be taken. Manure that accumulates at riding break areas will be scattered. At park parking areas and trailheads, all manure will be removed.</p> |
| 84 | Ratios and Spacing | Addition | <p>The ratio of riders to guides will be determined by the experience of the riders, difficulty of the terrain, and temperament of the stock.</p> <p>There will be a minimum of 15 minutes break before the next ride leaves the stable or trailhead.</p> |

| Standard Number | Standard Name | Exemption / Addition | Details of Exemption or Addition |
|-----------------|---|----------------------|---|
| 86 | Restricted Areas and Protection of Natural and Cultural Resources | Addition | <p>Grazing. The Concessioner can only graze saddle and pack stock within the Area when in hire status, and only where permitted by the Superintendent. The Concessioner is required to comply with the provisions of wilderness management plans and current grazing and livestock regulations as established by the Superintendent.</p> <p>Grazing information is provided to the Concessioner via the terms and conditions of the annual Stock Use & Grazing Restrictions Sequoia NP handout and the Stock Use & Grazing Restrictions Kings Canyon NP handout, the Stock Users Guide, and the annual meadow opening dates announcement. The Concessioner must actively manage stock to avoid entry into closed areas. The Concessioner is encouraged to hold and feed, in lieu of grazing, at locations within the parks.</p> <p>Feed carried into the wilderness will be commercially-processed pellets, rolled grains, or fermented hay (e.g., Chaffhaye™). These products have a high level of mechanical milling, heat treatment, and/or anaerobic fermentation that destroys seeds. Other feed products that have similar levels of processing that destroy nearly all seeds may be permitted. Baled or loose hay and compressed hay cubes, which have little to no processing, will not be used in wilderness</p> |
| 87 | Use Allocation | Addition | <p>Maximum party sizes are as follows (all maximum counts for people include guides):</p> <p><i>Front-country and Wilderness day rides:</i> 20 people, 20 stock; combined maximum 40.</p> <p><i>On-trail Wilderness overnight trips (including spot and dunnage trips):</i> 15 people, 20 stock; combined maximum of 28.</p> <p><i>Off-trail Wilderness overnight trips:</i> 12 people, 12 stock; combined maximum of 14.</p> |

- (2) *Authorized Trail Use.* The Service authorizes the Concessioner to use only trails in the Area that are open to stock. Trails are subject to change, closure, or relocation with thirty (30) days advance notice. Trails are subject to emergency closures. A list of authorized trails for day rides are identified in Attachment 1 *Cedar Grove Pack Station Trails* and Attachment 2 *Grant Grove Pack Station Trails* to this Operating Plan.
- (3) *Use Allocation and Commercial Service Days (CSDs).* In addition to Standard No. 87, the Concessioner has an initial annual allocation of 600 WW CSD's and zero MWMA CSD's.
- (a) Additional CSDs. The Concessioner must submit requests for additional base allocation CSDs for the next calendar year on or before November 1. All requests for additional CSDs must show reservations are booked and a deposit is on file prior to requesting additional CSDs. The Service may request written verification of booking and deposit payment information.
- (b) Temporary Pool CSDs. The Concessioner may request additional temporary pool CSDs for the current operating season on or after February 1. Additional temporary pool CSDs are not guaranteed.

- (c) Allocation Exemptions. The following activities are not subject to commercial service restrictions: Educational Trips, Scientific Research, and Administrative Trips. The Concessioner must submit a written plan describing its proposed trips for approval by the Service prior to offering this service.
- (4) *Wilderness CSD Use Limits and Restrictions*
 - (a) CSD use limits and restrictions only apply to commercial operations in designated and proposed wilderness.
 - (b) The Concessioner must report actual use and CSDs in monthly Visitation Statistics. The Date of Record will be used to determine when the CSD was used.
 - (c) On July 31, any allocated CSDs that are not reserved for use by the Concessioner may be relinquished and become available for other commercial users for that year
- (5) *Wilderness Permit*. The Concessioner is required to obtain a wilderness permit for packer/guides when not included in the client's permit as part of a continuous hire trip. The Concessioner may obtain a wilderness permit without payment of use fees if the permit is solely for the Concessioner staff (packer/guides) and stock not part of a continuous hire trip.
- (6) *Tying Stock*. The Concessioner must use hitch rails, where available, or high-lines in camp or when making stops unless health or safety circumstances dictate otherwise. In no circumstance may the Concessioner erect a hitch rail
 - (a) In the event of an emergency that requires stopping and tying away from a hitch rail or high-line, the stop will last only as long as is necessary to rectify the emergency situation.
 - (b) Stock may be tied to trees only for short periods while loading and unloading or while a high-line is erected.
 - (c) Holes dug by standing or tied animals must be filled, and all manure from camping and tie-up areas must be scattered well away from the immediate vicinity of the campsite and any water source to favor its drying and to minimize the presence of flies and odor.
 - (d) Picketing of animals in wilderness is discouraged. Portable, temporary electric fences may be used provided that they enclose a large enough area and are moved frequently enough to prevent overgrazing.
- (7) For Other Horse and Mule Services (Authorized), the Concessioner must first submit a detailed proposal describing the proposed authorized service, operation and logistics. The Service provides review the proposal for approval with appropriate conditions or denial.

B) Retail (Authorized)

- (1) *Minimum Operating Standards*. If the Concessioner provides retail service, it must comply with the Retail Standards (10-RET). 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 |
|-------------------------|-------------------------|----------------------|--|
| 1-10 | Facility – Exterior | Exemption | These standards do not apply. Any exterior areas will be evaluated under the 10-H&M standards. |
| 11-18; 20-28 | Public Areas – Interior | Exemption | These standards do not apply. Any interior areas will be evaluated under the 10-H&M standards. |

| Standard Number | Standard Name | Exemption / Addition | Details of Exemption or Addition |
|-----------------|---|----------------------|---|
| 19 | Ice/Vending | Addition | the Concessioner must provide vending machines that are conveniently located, and of a design and color which complements the aesthetics of the building and surroundings in which they are placed. The Concessioner must provide recycling and/or trash containers at these locations, as approved by the Service. Beverage container deposit/recycling information must be posted on the machine. Brand information must only be visible to vending machine users when they are using the machine. Vending machine sales of alcoholic beverages will not be permitted |
| 29-36 | Safety | Exemption | These standards do not apply. Safety will be evaluated under the 10-H&M standards. |
| 37-42 | Perishable Food Storage, Preparation, and Service Areas | Exemption | These standards do not apply. |
| 48 | Merchandise Shipping | Exemption | This standard does not apply. |
| 50 | ATM Machines | Exemption | This standard does not apply. |
| 53 | General Merchandise | Addition & Exemption | Concessioner is authorized to sell the following retail items: hats, tee shirts, water bottles, bandanas, bags, post cards, and kids' souvenir products. Items that are intended to refer to Sequoia and Kings Canyon National Parks and/or Kings Canyon National Park must bear the name(s) "Sequoia and Kings Canyon National Parks" and/or "Kings Canyon National Park" as appropriate. No other short or slang reference to Sequoia and Kings Canyon National Parks is authorized. |
| 59 | Alcohol | Exemption | This standard does not apply. |
| 60 | Internet Sales | Exemption | This standard does not apply. |
| 63 | Perishable Items Condition | Exemption | This standard does not apply. |
| 68 | Sales Tracking | Exemption | An electronic point of sale system (POS) is not required. |

- (2) *Merchandise Plan.* The Concessioner must develop and implement a merchandise plan that incorporates the Area's interpretive themes, environmental issues, educational themes, and recyclable products. Merchandise must be available at a range of prices. The Concessioner must develop its Plan in coordination with the Service. The merchandising plan must be submitted to the Service not later than 120 days after the effective date of Contract execution.
- (3) *Souvenir Photography*
- The Concessioner must submit a written description of any proposed souvenir photograph opportunity for approval by the Service prior to offering this service.
 - Souvenir photographs must not be staged or taken in a manner that might suggest that visitors are engaged in any inappropriate or unsafe activities during their visit.

- (c) Stable visitors will be photographed for the purpose of selling a souvenir photograph only at the explicit request of the visitor. Stable visitors may not be routinely photographed as part of their visit with the intent of marketing the photograph after the fact.

C) Backcountry Food and Beverage (Authorized)

- (1) *Minimum Operating Standards.* The Concessioner must comply with the Backcountry Food and Beverage Standards (10-FBK). 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 | Food and Beverage Availability | Addition | Wilderness food drops must be made directly with the client(s). Leaving food in wilderness food storage lockers, even temporarily, is prohibited. Arrangements for resupply services and/or food/gear drops must be made directly with the client(s). Caching is prohibited. Arrangements for Concessioner trash disposal resulting from resupply/food drops/pack trips must be made with the client(s). |
| 4 | Menu Board | Exemption | This standard does not apply. |
| 5 | Fire Rings | Addition | Fires are allowable only when permitted in the Parks. |

D) Employee Housing

- (1) *Minimum Operating Standards.* The Concessioner must comply with the Employee Housing (10-EHO). 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 |
|-----------------|----------------------------|----------------------|---|
| 5 | Bike Racks | Exemption | This standard does not apply. |
| 10 | Trach / Recycling | Addition | The Concessioner must provide bear-proof (animal proof) food storage and trash and recycling receptacles. The Concessioner must require employees using outdoor areas to clear all food and scented items following each use and must ensure that outdoor barbecues are cleaned after each use. |
| 17 | Ice / Vending | Exemption | This standard does not apply. |
| 22 | Fire Alarms and Pull Boxes | Exemption | This standard does not apply. |
| 35 | Climate Control | Exemption | This standard does not apply. |
| 50 | Towels | Exemption | This standard does not apply. |
| 52 | Soap / Shampoo | Exemption | This standard does not apply. |
| 60 | Internet | Exemption | This standard is recommended, not required. |
| 61 | Pets | Addition | Seasonal employees are not permitted to have pets. |
| 70 | Approved Rates | Addition | The Concessioner must ensure that employee room and board charges do not exceed earnings as a result of mandatory reduction of work. |

| Standard Number | Standard Name | Exemption / Addition | Details of Exemption or Addition |
|-----------------|-----------------------|----------------------|---|
| N/A | Personal Mobile Homes | Addition | The Concessioner must request Service approval for use of such personal property, as well as campers and other temporary housing options (such as RVs and recreational trailers). |

6) ENVIRONMENTAL MANAGEMENT

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](#) section of the NPS Commercial Services website. The initial EMP must be submitted to the Service **within 60 days** of the effective date of the Contract. The Concessioner must review and update the EMP at least annually to comply with Applicable Laws, and reflect any changes in facilities, operations, roles and responsibilities or processes within the EMP. The Concessioner must submit updates **annually by November 30**. 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 fully implement its own Risk Management Program in accordance with Service Risk Management Program Standards for Concessioners, found on the [Standards and Evaluations](#) section of the NPS Commercial Services website. The Concessioner must submit its initial plan to the Service **within 120 days of the Contract effective date** and no later than November 30 annually thereafter. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws and to respond to feedback provided by the Service.

B) Emergency Response

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 29 CFR 1910.1200. These include an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan ("SPCC"). The Concessioner must include these stand-alone plans as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment as appropriate. The Concessioner must provide these plans to the Service, upon request.

C) Exculpatory Agreements

- (1) 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 under this Contract include Guided Horseback Rides (Front Country and Backcountry), Pack Trips, Stock Service, and Instructional Courses, as defined in Section 3(a) and (b) of the Contract.
- (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) 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 NPS for any purpose.

8) UTILITIES

A) Concessioner

- (1) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service and must pay these suppliers directly, including pumping services for vault toilets and septic, and electricity, phone, and internet.
- (2) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (3) The Concessioner is not authorized to charge a utility add-on.

B) Service

- (1) The Service provides water and wastewater services to the Cedar Grove Pack Station and water services to the Grant Grove Stables and bills the Concessioner in accordance with Applicable Laws, including without limitation, the Service's policy, including Directors Order 35B ("DO-35B"). The Service has reviewed projected operating and maintenance costs and amortized costs of capital improvements for these utility systems and services and estimates the 2026 combined water and wastewater rate to be \$35.82 per 1,000 gallons. The Service anticipates that, on average, the utility rates will increase at least 3 percent (3.0%) per year over the term of the Contract. Should the Service complete utility projects not included in this calculation, the Service expects the utility rates may increase more than anticipated; however, utility rate increases will not exceed 10% per year. The Concessioner is not authorized to charge a utility add-on.
- (2) The Service will bill the Concessioner in June and September.
- (3) The Service reviews 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.

9) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Concessioner Personnel.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms on duty.
- (2) *Service*
 - (a) The Service provides visitor protection services, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will provide year-round law enforcement patrols of the Area.
 - (b) The Service handles all violations of Federal, State, County, and Service regulations or policies. State or County officials may be called to assist in some matters, but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.

B) Structural Fire Protection

The Concessioner must make fire prevention and protection a priority at all Concession Facilities and take reasonable steps to prevent and protect against structural and other fires. The Service and the Concessioner will provide joint fire response, with primary responsibility lying with the Service. Fresno County Fire will assist these efforts under mutual aid response.

(1) Concessioner

- (a) The Concessioner must comply with all Applicable Laws related to the installation, operation, maintenance and repair of fire detection and suppression equipment, fire protection planning and training including 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 fire prevention equipment inspection, and testing. These must address fire extinguisher requirements under NFPA 10, fire detection and notification systems (i.e., fire alarms), and emergency lighting and illuminated exit signs under NFPA 101. Inspections must include an occupancy inspection covering building interiors and exteriors within 30 days of occupancy for new facilities and prior to each opening for any seasonal operations. The Concessioner must utilize a licensed fire professional approved by the State for inspection, and testing. Concession employees with adequate education, and training, may conduct weekly/monthly visual inspections.
- (f) The Concessioner must maintain written records verifying the completion of such inspections through the term of the contract and must provide the records to the Service upon request.
- (g) The Concessioner must promptly complete the repair and replacement of fire protection systems and life safety systems and components that are found to not be functioning properly during inspections or through other means.

(2) Service

- (a) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service will contact the Concessioner at the time of the inspections so that a representative of the Concessioner may accompany the Service inspector.
- (b) The Service provides and maintains hydrants within the Area.
- (c) The Service reserves the right to conduct periodic prescribed fire according to the Service's Fuels and Fire Management Plan, which may produce smoke impacts to visitors.

C) Emergencies

- (1) *Emergency Reporting Procedures.* For all emergencies or injuries sustained at the Concession Facilities, the Concessioner must immediately use "911" reporting procedures. Concession employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information (e.g., call back number at location). In the event of a non-emergency situation, the Concessioner must contact the Area's Service Dispatch at (559) 565-3195. For "after hours" emergencies, the Concessioner must prominently display emergency contact telephone number(s) at the Concession Facilities indicating the primary emergency number (911) and how to reach the Concessioner and Service.

10) PUBLIC RELATIONS

A) Required Notices

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

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

Please address comments to: Superintendent
Sequoia & Kings Canyon National Parks
47050 Generals Highway
Three Rivers, California 93271-9700

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

B) Public Statements

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

C) Use of the National Park Service Authorized Concessioner Mark

The Service has an approved National Park Service Authorized 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.

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

- (1) *General.* The Concessioner may only distribute promotional material related to services required and authorized by the Contract or services and facilities within the Area.
- (2) *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.
- (3) *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 its website and social media site(s) for Service approval at least **two weeks prior** to making the site accessible to the public.
- (4) *Material.* The Concessioner must publish all advertisements and promotional material in the most environmentally friendly manner.

(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 the Area: "(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 names)."
- (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising in accordance with the Contract, Exhibit B (Nondiscrimination).

11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner must permit its employees to participate in the Service's Volunteers in Parks (VIP) program. Additional information concerning the [NPS VIP Program](#) can be found online.

12) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

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

- (1) *Management and Employee List*. The Concessioner must submit to the Service a list of the names, job titles, addresses, and office and emergency phone numbers of all employees, whether seasonal or full-time. The Concessioner must provide this information **by May 1** and notify the Service of major changes during the Operating Season.
- (2) *Incident Reports*. The Concessioner must immediately report the incidents listed below through Service Dispatch at (559) 565-3195.
 - (a) Any fatalities, any visitor-related accidents or incidents.
 - (b) Death of stock.
 - (c) Property damage estimated to be over \$500.
 - (d) Employee or visitor injuries requiring more than minor first aid treatment.
 - (e) Any fires.
 - (f) Any motor vehicle accidents.
 - (g) Any incident that affects Area resources.
 - (h) Any known or suspected violations of the law.
- (3) *Human Illness Reporting*. The Concessioner must immediately report information on all human illnesses, whether involving employees or guests, to the Service Dispatch at (559) 565-3195 and the U.S. Public Health Service's Consultant; the Concessioner must follow up with the Concessions Management Office at (559) 565-3103. 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 Dispatch at (559) 565-3195.
 - (a) National Response Center: 800-424-8802
 - (b) EPA (Region 9) 24-Hour Hotline: 866-EPA-WEST or 415-947-8000
 - (c) California OES State Warning Center: 800-852-7550
- (5) *Survey and Visitor Response Data*. Any and all surveys conducted by the Concessioner must be approved in advance in writing by the Service. All customer satisfaction data collected by a third party that is provided to the Concessioner must be provided to the Service **within 14 days of receipt**.

B) Operational Reports by Use

The Concessioner must include all operational statistics for the individual Concession Facilities in a monthly Concessioner operational report **due by the 15th day of the following month**. An annual summary report will be due annually by **March 1**. The Concessioner must present this data in a concise spreadsheet form.

- (1) *Annual Scheduled Trip Logs*. By **June 15**, the Concessioner must provide a schedule of all pack trips reserved to date, including dates and destinations.
- (2) *Horse Rides and Pack Trips*
 - (a) Monthly Stock Use and CSD Reports. Include the location of each overnight camp, number of people and stock present, type of stock, trip dates, and number of stock fed or grazed.
 - (b) Daily, monthly, and annual ridership broken out by location, ride/type, and ride/trip departure time.
 - (c) Number and type of trips cancelled.
- (3) *Retail (Authorized)*
 - (a) Revenue at each location shown separately.
 - (b) Number of transactions at each retail outlet.
 - (c) Average transaction for each operation.
- (4) *Employee Housing*. Number of beds available and occupied.

C) Concessioner Financial Reports

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

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

D) Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that the Concessioner is responsible for.

| Title | Schedule | Due Date |
|--------------------------------------|---------------------|---|
| Acknowledgement of Risk Forms | Initial, As Updated | At least 30 days in advance of need |
| Annual Financial Report | Annually | No later than 120 days after the last day of the Concessioner's fiscal year |
| Annual Overall Rating | Annually | March 1 |
| Annual Rate Change Requests | Annually | At least 90 days prior to intended effective date |
| Balance Sheet | Initial | Within 90 days of effective date of the Contract |
| Certificates of Insurance | Annually | Within 30 days of purchase, renewal, or change |
| Commercial Service Day (CSD) Request | Annually | November 1 prior to the effective operating year |

| Title | Schedule | Due Date |
|-------------------------------------|-----------------------|---|
| Commercial Service Day (CSD) Report | Monthly | By the 15 th day after the last day of each month of operation |
| Employee Handbook | Initially, As Updated | Within 30 days of Contract effective date, when revised |
| Fire & Life Safety Inspections | Initial, Annually | Within 30 days of initial occupancy and annually thereafter |
| Franchise Fee | Monthly | By the 15 th day after the last day of each month of operation |
| Management and Employee List | Annually | By May 1 and when significant changes occur |
| Merchandise Plan | Initial | 120 days after execution of the Contract |
| Operational Reports | Annually, Monthly | By March 1 of each year and by the 15 th day of the following month |
| Promotional Material | As Necessary | At least 30 days prior to projected need |
| Risk Management Plan | Initial, Annually | Within 120 days of the effective date of execution of the Contract; updates due by November 30 of each year |
| Schedule of Operations | Annually | No later than October 31 |
| Schedule of Reserved Pack | Annually | June 15 th |
| Survey/Visitor Response Data | As Provided | Within 14 days of receipt |
| Special Events | As Provided | Within 30 days of intended effective dates |
| Visitor Comments | Monthly | Within 10 days of receipt |

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

Effective January 1, 2027

ATTACHMENT 1

TRAILS AUTHORIZED FOR CONCESSIONER USE

Grant Grove Riding Stables and Cedar Grove Pack Station

| Cedar Grove Pack Station | Description |
|---|--|
| Authorized Trails: Day Use, Front-country, Horseback Rides | |
| Cedar Grove Day Ride/ Day Ride Loops | 1 and 2 hour Day Rides |
| Cedar Grove North Side Trail to Road's End (Includes Cedar Grove North Side Trail) | 1 and 2 hour Day Rides |
| Hotel-Lewis Creek Connector and Lewis Creek Trail to Wilderness Boundary | 1 and 2 hour Day Rides |
| Prohibited Trails: Day Use, Front-country, Horseback Rides | |
| All Cedar Grove Trails south of the Kings River (Includes Cedar Grove River Trail, Cedar Grove South Side Trail, Zumwalt Meadow Trail, and Muir Rock Trail) | Not Authorized for Concessioner Use |
| Authorized Trails: Day Use, Wilderness, Horseback Rides | |
| Hotel-Lewis Loop and Cedar Grove Overlook | 1 and 2 hour Day Rides |
| Cedar Grove Sand Flats and Bubbs Creek Switchbacks, up to Charlotte Creek Junction | >2 hour, ½ Day or Full-Day Rides |
| Prohibited Trails: Day Use, Wilderness, Horseback Rides | |
| Mist Falls, Paradise Trail (Includes Mist Falls and Lower Paradise section of Rae Lakes Loop) | Not Authorized for Concessioner Use |
| Authorized Trails: Wilderness Pack Stock Services and Overnight Trips | |
| Designated Trails Authorized for Stock in the Wilderness Stewardship Plan (as allowed by the Wilderness Stewardship Plan and other Park restrictions) | Pack Stock Services: Full, Spot, Dunnage and Re-Supply trips, and Overnight Trips |

| Grant Grove Stables | Description |
|---|-------------------------------------|
| Authorized Trails: Day Use, Front-country, Horseback Rides | |
| Grant Grove Day Ride Trail Loop | 1 and 2 hour Day Rides |
| North Grove Connector and North Grove Loop | 1 and 2 hour Day Rides |
| Prohibited Trails: Day Use, Front-country, Horseback Rides | |
| All other Grant Grove trails | Not Authorized for Concessioner Use |