

**EXHIBIT B**  
**OPERATING PLAN**

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## 1) INTRODUCTION

This Operating Plan between Concessioner Name (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Badlands 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) RESPONSIBILITIES

### A) Concessioner

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

- (1) Has the authority and the managerial experience for operating the Concessions Facilities and services required, and if applicable, authorized under the Contract.
- (2) Employs staff with the expertise and training to operate all services required, and if applicable, authorized under the Contract.
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and
- (4) Has the responsibility for the Concessioner's implementation of the Service's policies and directives.
- (5) In the absence of the General Manager, the Concessioner must designate an acting General Manager.
- (6) Outside of the primary operating season (April 15-October 15), if a General Manager is not onsite, the Concessioner must designate an onsite employee as the primary point of contact for the Service.

### B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service policies and directives, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Evaluation of Concessioner services and facilities
- (2) Review and approval of methods and rates charged for all commercial services; and
- (3) Review and approval of modifications to concession facilities

## 3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

### A) Schedule of Operations

- (1) Minimum Operating Season. The Concessioner must provide the required services, and authorized services if applicable, for Area visitors on a seasonal basis. The Concessioner must submit a written schedule of the proposed opening and closing dates and operating hours for all concession operations by March 1 each year for the Superintendent's approval. Weather and visitation may cause specific dates of the operating season to fluctuate. These changes must be agreed upon and approved by the Superintendent prior to implementation. The Concessioner's minimum operating season is as follows:
  - (a) Lodging: April 15 to October 15
  - (b) Food and Beverage: April 15 to October 15
  - (c) Retail: April 15 to October 15
  - (d) Campground (all individual sites and Group Loop): April 15 to October 15

*Camping will be available in the Group Loop the remainder of the year, including four group sites, and a comfort station.*

- (2) Minimum Hours of Operation.
    - (a) Lodging: Front desk must be staffed at minimum from 6 a.m. to 10 p.m.
    - (b) Food and Beverage: Restaurant must be open at minimum from 7 a.m. to 8 p.m.
    - (c) Retail: Gift shop must be open at minimum from 9 a.m. to 6 p.m.
    - (d) All services must be open with regular hours of operation during any holidays within the operating season.
  - (3) The Concessioner must answer phones the entire calendar year. When the concession operations are closed, the Concessioner must maintain an answering machine or service. The Concessioner must return calls daily.
  - (4) For “after hours” emergencies, the Concessioner must post in all assigned facilities a prominently displayed phone number and location of the nearest telephone as well as other relevant instructions.
- B) Rate Determination and Approval Process
- (1) Rate Determination. The Service ensures the Concessioner's rates and charges to the public are commensurate with the level of services and accommodations provided by the private sector. The NPS ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided in Section 3(e) of the Contract, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The reasonableness of rates is determined based upon current concession rate approval policies and guidelines documented in the [NPS Concession Rate Administration Guide](#) (including the 2024 Rate Administration Guide Addendum) as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
  - (2) Rate Approval Methods. The Concessioner must set or submit all rate requests in accordance with the Rate Administration Guide. The current rate approval methods are as follows:
    - (a) Lodging Rates. The Concessioner must base lodging rates on Competitive Market Declaration (CMD).
    - (b) Retail Rates. The Concessioner must base rates for retail pricing on Competitive Market Declaration (CMD) with the exception of convenience items. Convenience Items are set in accordance with the Core Retail rate method. The Concessioner must set rates for items in the Core Retail categories listed in section 4)D)(2) using the markup method. The Concessioner may set rates for all other convenience items using CMD.
    - (c) Food and Beverage Rates. The Concessioner must submit rates for food and beverage items in accordance with the current National Park Service Core Menu Guidelines. After the Concessioner and Service establish an initial core menu, only those core menu items regularly on the menu are subject to comparability analysis. The Concessioner will not include non-core items on the rate requests, but the Service will review those items for menu approval. All menus are subject to the Superintendent's approval prior to finalization.
    - (d) Campground Rates: The Concessioner must base rates for campsites and showers on Competitive Market Declaration.
  - (3) Changes to 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 the following information:
      - An analysis of market forces criteria, including:
        - ◆ A list of competitors who provide reasonable substitutes of the Concessioner's service.
        - ◆ A review of the similarity of competitor services.
        - ◆ Identification of travel time/distance to competitors/the competitive market.
        - ◆ Availability of booking information to visitors.

- A summary of the Concessioners rate setting strategy regarding its position relative to its competitive market.
  - [For requests to use CMD] The Concessioner's proposed monitoring plan, including occupancy/utilization data and visitor satisfaction information.
  - [For requests to use CMD] The Concessioner's proposed financial offsets.
- (4) Core Menu Annual Rate Change Requests. The Concessioner must submit all requests for rate changes in writing between February 15 and March 1 to allow for anticipated implementation dates, brochure publication dates and customer notification. Rate requests must comply with current Service guidelines. The Service will evaluate rate requests once per year unless there are extenuating circumstances. The concessioner's rate request must include:
- (a) Proposed rates, charges, and fees.
  - (b) A listing of comparable service providers, including those identified through existing comparability studies conducted by the NPS and any new comparables the concessioner would like to introduce for consideration.
  - (c) Descriptions or inventories of the 'extra quality features' of the concessioner's service and its comparables which illustrate any differences in the concessioner's rate position relative to its 'comparables.'
  - (d) A listing of comparable service provider rates, charges, and fees.
  - (e) A basic analysis of the concessioner's rates and comparable rates, including minimum, maximum, averages, or other relevant statistics. If proposed rates vary by season or include 'peak' rates, these should be analyzed separately.
- (5) Core Menu Rate Approval Timeframes.
- (a) Within 20 days of receipt of the rate request, the Service will provide the Concessioner with a written determination that the request is complete or, if not, a description of the information required for the request to be complete.
  - (b) For requests that do not require a full comparability study, the Service will inform the Concessioner of the approval of the rates or the reason for any disapproval or adjustment within 10 days of determining that the request was complete.
  - (c) If the request requires a full comparability study, the Service will inform the Concessioner of the approval of the rates or the reason for any disapproval or adjustment within 30 days of the Service determining that the request was complete.
  - (d) If the Service requires a longer response period due to extraordinary circumstances, the Service will inform the Concessioner and provide an expected response date.
  - (e) Rate Implementation when Service Approval is Delayed. If the Service does not meet the timeframes described above and has not notified the Concessioner in writing of extraordinary circumstances that justify delay, the Concessioner may implement the requested rates without a final, written decision from the Service. If the Service denies the requested change to rates after the Concessioner implements the requested rates, the Concessioner is not required to retroactively adjust rates for services booked prior to the denial.
- (6) Approved Rate Posting. The Concessioner must prominently post all rates.
- (7) Rate Compliance. Rate compliance will be checked during periodic operation evaluations and throughout the year.
- C) Management of Rates under the CMD Method
- The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service types approved under the CMD method.
- (1) Rate Adjustment. The Concessioner may adjust rates of CMD and non-core goods and services without prior notification to or written approval from the Superintendent.
  - (2) Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization remains similar to 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. Rate monitoring will be conducted using data on average rates charged for activities and available data on the Concessioner's competitors.

- (3) Concessioner Rate Monitoring Plan. Within 60 days of the contract effective date, the Concessioner must submit a rate monitoring plan that includes its rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, utilization changes, 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, utilization information, and visitor satisfaction information it will supply to the NPS. The concessioner's rate monitoring plan is subject to Service approval. 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
  - Rate Monitoring Information. The concessioner must supply the Service rate monitoring information as described above and as proposed in its rate monitoring plan at least once per operating season.
- (4) Reservations
- (a) The Concessioner must have a central computerized reservation system capable of accommodating requests for lodging from, at a minimum, in person, telephone, mail-in and online sources. Reservation systems must integrate with the Concessioner's Property Management Information System and provide comprehensive reporting capabilities.
- (b) The Concessioner must accept lodging reservations on a 365-day forward rolling basis at a minimum.
- (c) Confirmed Rates. Rates confirmed by the Concessioner, as identified in the reservation confirmation, must be honored during the entire length of stay. There is an exception regarding reservations confirmed using advance booking rates. Should the approved rate for the stay be less than the advance rate on the reservation, the Concessioner must refund the difference on the confirmed advance reservation rate. Alternatively, if the approved rate for the stay is more than the confirmed advance reservation rate, the Concessioner must honor the confirmed rate.
- (d) Overbooking. The Concessioner must not overbook unless there is a comparable or superior service or facility available. The Concessioner must be able to provide the comparable or superior service or facility at the same price as the original booking price. The Concessioner may implement a waiting list system that neither guarantees the visitor a reservation, nor charges the visitor, until the Concessioner confirms availability of a service.
- (e) Deposit, Cancellation, and Refund Policy. The Concessioner may not hold a deposit for lodging unless the Service approves such a policy. The Concessioner may charge a cancellation fee for late cancellations, based on cancellation policies approved as part of the Concessioner's annual reservation policy request. The Concessioner must include its deposit, cancellation, and refund policies in all accommodation brochures, websites, and reservation confirmations.
- (5) Reduced Rates for Government Employees. The Concessioner may not provide goods and services to government employees or their families without charge or at reduced rates not available to the general public. Lodging will be provided to government employees conducting official government business at the government per diem rate established in accordance with the Federal Travel Regulation.

D) Purchasing

- (1) Competitive Purchasing. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by suppliers not related to the Concessioner or parent company.
- (2) Discounts. The Concessioner must take advantage of all available trade, cash and quantity discounts and rebates when feasible and pass them through to the Area visitor, as applicable to the rate approval method detailed in the National Park Service Concession Management Rate Administration Guide (February 2017).

- E) Use of National Park Service Authorized Concessioner Mark
- (1) The Service has an approved Concessioner Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Concessioner Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner". The Concessioner must comply with the guidelines for use of the Concessioner Mark as provided on the [NPS Commercial Services website](#).
- F) Evaluations
- (1) The Concessioner must manage operations and services to ensure the protection of resources, compliance with public health and safety requirements, and provide satisfactory services for Area visitors within the Concession Facilities. The operation of facilities and services authorized by this Contract will conform to the evaluation standards set forth in the current Commercial Services Guide which can be found here: [Commercial Services Guide \(nps.gov\)](#). The evaluation of facilities and services is a component of the Annual Overall Rating.
  - (2) The Service and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental compliance, impacts on cultural and natural resources, integrated pest management policies, identified maintenance and operating deficiencies, and visitor satisfaction, concerns and reactions.
  - (3) Periodic Operations Evaluations. The Service will conduct both announced and unannounced periodic evaluations of Concession Facilities and services to ensure conformance to operational standards. The Service will contact managers at the time of evaluations so that a representative of the Concessioner may accompany the Service evaluator. The Service will use Basic Lodging (10-LGB), Campgrounds (10-CAM), Family Casual F&B (10-FBF), Fast Casual F&B (10-FBC), Quick Service (10-FBQ), and Retail (10-RET) standards available [here](#).
    - (a) The Service reserves the right to enter the Concession Facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
    - (b) Frequency of Operational Evaluations. The Service will conduct a minimum of two (2) periodic evaluations per year for seasonal operations. The number of such periodic evaluations may be reduced by one (1) per year if, in the previous year, that facility received an average operational rating of four (4) out of five (5) or higher and each Periodic Evaluation in the current year continues to be four (4) or higher.
    - (c) The Concessioner must meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations. The Concessioner is responsible for correction of deficiencies and abatement plans within dates assigned by the Service.
  - (4) *Health and Safety Inspections*
    - (a) Concessioner Safety Inspection. The Concessioner's Safety Manager must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Safety Manager must ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
    - (b) National Park Service Safety Inspections. The Service will conduct a periodic comprehensive safety and occupational health evaluation of all operations and facilities as part of its review of the Concessioner's Risk Management Program.
    - (c) Public Health Inspections. The US Public Health Service Sanitarian will conduct announced and unannounced periodic evaluations of the Concessioner's food and beverage facilities.
  - (5) *Environmental Audit*. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance in accordance with the current Service Concession Environmental Audit Program Operating Guide. The Service considers performance in closing audit findings in the annual EMP Evaluation. Audits will be conducted at minimum every five years.
  - (6) *Annual Overall Rating*. The Service determines and provides the Concessioner by April 1 each year an Annual Overall Rating Report based upon the Service's evaluation of the Concessioner's Contract compliance and performance for the preceding calendar year. The Annual Overall Rating will consist of the following individual reports and include a score and rating.

- (a) Administrative Compliance Report. The Administrative Compliance Report and rating considers Contract compliance criteria, including timely and accurate submission of the annual financial report, franchise fees, proof of required insurance which must be submitted annually, and promotional materials.
  - (b) Operational Performance Report. The Operational Performance Report collates the individual periodic evaluation scores and weights them if necessary. The Service will work with the Concessioner to determine weighting, if any.
  - (c) Public Health Program Evaluation Report. The Public Health Program Evaluation Report is a compilation of the year's public health inspections.
  - (d) Risk Management Program Evaluation Report. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this report.
  - (e) Environmental Management Program Evaluation Report. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in meeting the Service's environmental compliance requirements, protecting natural resources, and operating in accordance with the Concessioner's documented EMP. Performance in addressing the Concessioner's environmental audit findings will also be a component of this evaluation.
  - (f) Asset Management Program Evaluation Report. The Service will conduct an annual evaluation of the Concessioner's Asset Management Program (AMP). The evaluation will consider the Concessioner's performance in maintaining the Concession Facilities.
- G) Visitor Satisfaction and Monitoring
- (1) The Concessioner must establish an NPS-approved visitor satisfaction monitoring system. The Concessioner must submit its plan for this system within 30 days of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor 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.
  - (2) The Concessioner must investigate and make an initial response to any complaint within 48 hours. Upon receipt, the Concessioner must provide copies to the NPS of visitor comments that allege misconduct by a Concessioner or NPS employee, pertain to the safety of visitors, or the safety of Area resources.
  - (3) The NPS will forward to the Concessioner any complaints received regarding concession facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The NPS will provide copies of its responses, if any, to the Concessioner.
  - (4) The NPS 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 NPS.
  - (5) The Concessioner must provide the Service with a Guest Satisfaction Monthly and Annual electronic report of survey responses including comments and complaints, including electronic and hard copy results, in a format to be defined by the Service. The monthly report is due with the Monthly Contract Monitoring Report by the 15th of the month following receipt, and the annual report is due on January 15. The Concessioner must provide individual comments upon request.
- H) General Policies
- (1) Facilities Use. The Concessioner may not use the Concession Facilities for activities or services that do not directly and exclusively support contractual services required by this Contract without written permission from the Service.
    - (a) Quiet Hours. The Concessioner must enforce quiet hours between the hours of 10:00 p.m. and 6:00 a.m. in all overnight facilities.
    - (b) Smoking Policy. Smoking, including the use of e-cigarettes, is prohibited inside all facilities, including in outdoor areas within twenty-five (25) feet of air intake ducts, windows, doorways, and bay doors. The Concessioner must post notices in all public areas as necessary. The Concessioner must designate

- employee smoking areas and provide appropriate receptacles and training to ensure cigarette butts are disposed of properly.
- (c) Light Pollution. The Concessioner must provide adequate exterior illumination to ensure safety but must also ensure lighting does not contribute to night light pollution. Information regarding the Service's initiative to prevent light pollution may be found on the [Protect Natural Lightscapes website](#).
- (2) Accessibility. The Concessioner must comply with the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). Facilities that are either newly constructed or are renovated must meet accessibility requirements.
- (3) External Regulatory Agencies. Any notices of violation, requests for corrective action, or any other type of performance or non-performance notices from external regulatory agencies must be submitted to the Service as soon as possible, but not later than ten days after receipt by the Concessioner. External regulatory agencies are any agencies having authority and/or jurisdiction over any facet of the Concession Facilities or operations in the Area.
- (4) Possession of Firearms
- (a) The Concessioner is responsible for determining how it will implement state and federal firearm possession laws regarding its visitors. The Concessioner should consult the South Dakota state attorney general's office about relevant state firearms laws.
- (b) The Concessioner must provide the Service its written policy detailing how it will implement these laws regarding its operation for review and approval according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The policy should also include a plan for management of public firearm possession in regard to concession activities.
- (c) Concessioner employees may not carry firearms while on duty. The Superintendent may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner.
- (5) Lost and Found. Any lost items turned into the Concessioner or found by concession employees must be turned in to the lost and found coordinator of the Area as soon as possible, together with the following: where the item was found, by whom, and when. Concession employees must direct visitors who have lost or found items to the visitor center for reporting. Area employees, volunteers, and Concession employees may not claim lost and found items unless the items are theirs.
- (6) Vehicles
- (a) Licensing, Insurance, Maintenance and Registration. The Concessioner must properly register, license, insure, and maintain, in accordance with all Applicable Laws, all Concessioner vehicular equipment used to perform services under the Contract.
- (b) Transportation of Employees. The Concessioner must obtain all permits or licenses of state or local governments, as applicable, to conduct employee transportation services and must operate in compliance with all applicable Federal, state and local regulations. The Concessioner must ensure vehicles used to transport employees receive periodic safety inspections and that any necessary repairs are performed immediately.
- (c) Identification. The Concessioner will identify its vehicles as Aramark Sports and Entertainment Services, LLC vehicles with company name and logo.
- (7) Interaction with Wildlife. The Service prohibits feeding and harassing of wildlife within all units of the National Park System.
- (a) The Concessioner must not encourage nor inadvertently facilitate the feeding of wildlife at any facility within its land assignment by displaying food, such as popcorn and bread, in a manner that may imply approval of the feeding of wildlife.
- (b) The Concessioner must completely control and contain all food supplies and waste materials and containers, within the Concession Facilities in order to avoid attracting wildlife.
- (c) The Concessioner must develop and display signs that discourage littering and feeding of wildlife and warn people of the risks associated with such activity. Signs must use symbols and pictures to convey the message.



- (8) *Credit Cards.* The Concessioner must accept credit cards including, at a minimum, MasterCard, Visa, American Express, and Discover.
- I) Human Resources Management
- (1) *Employee Identification and Appearance.* Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude.
- (a) The Concessioner must issue all employees an employee photo identification card that includes their name and an expiration date based on the employee's anticipated departure date. Each employee must carry their identification card while in the Area. The Concessioner must collect identification cards upon termination of employment or at the end of the season for seasonal employees.
- (b) While on duty, all Concessioner employees must wear a personal nametag and identifiable uniform or uniform/standardized clothing.
- (2) *Employee Hiring Procedures*
- (a) *Staffing Requirements.* The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods. The Concessioner must use its best efforts to recruit qualified staff representative of the local community.
- (b) *Driver Requirements.* Drivers of Concessioner owned, or operated vehicles will have a valid State of South Dakota operator's license for the size and class of vehicle being driven.
- (c) *Service Employees.* The Concessioner must not employ in any status a Service employee, their spouse, or a minor child when the responsibilities of the Service employee include making recommendations, decisions, or approvals related to services required or authorized under the Contract. All requests for approval of Concessioner employment of Service employees or family members, including spouse or dependent children, must be in writing and must indicate the nature of the duties of the Service employee and that of the family member, as well as the proposed compensation for the family member. The Concessioner must not employ any Service employee without the Superintendent's prior written approval.
- (3) *Training*
- (a) The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public.
- (b) *Orientation*
- The Concessioner must provide employee orientation and training and must inform employees of Service regulations and requirements that affect their employment and activities while working at the Area.
  - As part of orientation, the Concessioner must provide adequate time for the Service to present Concessions Regulations and Service policies to Concessioner employees and managers.
  - The Service may provide additional orientation training to managers emphasizing the operational review program on an as-needed basis.
- (c) *Customer Service.* The Concessioner must provide customer service training for employees who have direct visitor contact to ensure employees provide accurate information and behave appropriately.
- (d) *Food Sanitation Training.* The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the US Public Health Service Food Code.
- (e) *Environmental and Risk Management.* The Concessioner must provide appropriate training in environmental and risk management to employees. This training must include evacuation plans, emergency lighting, and fire reporting procedures. The training also must include at least one fire drill. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan, Environmental Plan and as required by Applicable Laws.
- (f) *Service Training*

- The Concessioner must encourage employees to attend any Service-sponsored training relating to concession operations in the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Superintendent.
  - The Service will provide training and information to Concessioner employees responsible for travel and information desks.
- (4) *Employee Handbook.* The Concessioner must provide all employees with a copy of the Concessioner's employee handbook, which must specifically identify the policies and regulations of the Concessioner and applicable regulations of the Service. To assure consistency with all Area rules and regulations, the Concessioner must provide a copy of its employee handbook to the Service according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
- (5) *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.
- J) **Public Relations and Providing Area Information**

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

- (1) *Required Notices.* The Concessioner must post the following notices prominently at all Concessioner points of sale:

*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:*

BADL\_Superintendent@nps.gov  
 Superintendent  
 Badlands National Park  
 25216 Ben Reifel Rd  
 Interior, SD 57750

*This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior.*

*No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both.*

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

- (2) *Area Knowledge.* Employees must demonstrate their knowledge of Area resources to communicate with visitors. At a minimum, Area knowledge must include the basic layout of the Area, location of the Visitor Center, most popular hiking trails, and general warnings and restrictions intended to ensure visitor safety, such as those related to weather events and wildlife interactions.
- (3) *Informational and Interpretive Materials*
- (a) *Informational and Interpretive materials.* The Concessioner must provide a wide array of methods for conveying informational and interpretive messages to visitors on Area Fundamental Resources and Values and topics such as resource protection, appreciation of Service values, and Service goals. The Concessioner must include informational messages in lodging, retail, and food service facilities on a

variety of items, including in-room information packets, receipts, menus, table cards, and comment cards. The Concessioner must submit to the Service for review and approval any new or updated materials according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.

- (b) Signs. The Concessioner must ensure all signs, including interpretive information, are professionally made, not hand-printed, and kept clean and well-maintained. All signs are subject to Service review and approval.
- (c) The Concessioner must clearly label all merchandise with the selling price. Identical items may be marked by display area, rather than on each item.
- (d) Pricing labels may not conceal country of origin if foreign made.

(4) *Advertisements and Promotional Material*

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

(5) *Media Inquiries*. The Concessioner must forward all media inquiries concerning operations within the Area to the Office of the Superintendent.

K) Environmental Management Program

- (1) The Concessioner must comply with the [Service Environmental Management Standards for Concessioners](#) located on the NPS Commercial Services website.
  - (a) The Concessioner must develop, document, and implement an Environmental Management Program (EMP) in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners.
  - (b) The Concessioner must submit to the Service an initial EMP, as well as annual revisions, according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
  - (c) The Concessioner must submit to the Service a summary of its EMP performance for the previous calendar year according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.

- (2) Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.

L) Risk Management Program

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

M) Utilities

(1) *Concessioner Responsibility*

- (a) The Concessioner must Contract with independent suppliers to provide utility services not provided by the Service, including electricity, phone, internet, and water.
- (b) The Concessioner must promptly pay for any utility or service, whether provided by governmental authority or independent suppliers.
- (c) The Concessioner must not charge visitors a utility add-on.
- (d) The Concessioner must consider water and energy efficiency in all facility management practices and integrate water and energy conservations measures whenever feasible.
- (e) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals.
- (f) The Service reviewed projected actual operating and maintenance costs and amortized costs of capital improvements for utility systems and services and developed not-to-exceed utility rates, which are the maximum wastewater rate the Concessioner will have to pay during the term of the Contract. The following table lists the not-to-exceed rates for the term of the Contract. Rates are per 1,000 gallons.

<b>Year</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
<b>Rate</b>	\$56.06	\$56.80	\$51.06	\$51.86	\$52.69
<b>Year</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>
<b>Rate</b>	\$37.43	\$36.77	\$37.70	\$38.67	\$40.22

(2) *Service Responsibility*

- (a) The Service provides wastewater services at the Concession Facilities
- (b) The Service will bill the Concessioner in accordance with Applicable Laws, including without limitation, the NPS’s policy, including DO 35B, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service.
- (c) The Service will establish rates for these utilities annually, based on a yearly review of actual operating costs for utilities, and notify the Concessioner in writing at least 90 days prior to rate changes. Nothing

in this agreement will prevent the Service from terminating a particular utility service if such service is commercially available and the Service deems it is in the public interest to switch to a commercial utility.

N) Protection and Emergency Services

(1) *Service Responsibility*

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

(2) *Concessioner Responsibility*

- (a) *Authority.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors and employees. They have no authority to take law enforcement action or to carry firearms while on duty.
- (b) *Reporting Criminal Violations.* The Concessioner must implement standard operating procedures that result in the immediate reporting of all suspected and known criminal violations to a Service law enforcement ranger and by dialing 911.
- (c) *Door Locks.* The Concessioner must routinely maintain and test door locks, including on guest room doors, to ensure effectiveness.
- (d) The Concessioner must post emergency contact information in each lodging room and on bulletin boards.

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

- (a) The Concessioner must prepare and maintain a Fire Prevention Plan in accordance with 2 CFR 1910.39 and the Area's Structural Fire Management Plan. This plan must be integrated into the Concessioner's Risk Management Plan.
- (b) The Concessioner must designate a Structural Fire Manager to ensure the Concessioner's compliance with its fire program responsibilities.
- (c) The Concessioner must conduct fire prevention, equipment and system inspection, testing, maintenance, and repairs. These must address fire extinguisher requirements under NFPA 10, fire suppression systems (sprinklers) under NFPA 25, fire detection and notification systems (i.e., fire alarms) and other fire suppression systems (e.g., kitchen hoods and computer rooms) under NFPA 72, 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 for inspection, testing, maintenance, and repair. Licensed fire professionals include fire inspectors, fire protection engineers, or contractors licensed and approved by the state. Concession employees with adequate education, training, and insurance approved by the NPS may conduct weekly/monthly visual inspections.
- (d) 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 NPS upon request.
- (e) 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.
- (f) The Concessioner must conduct applicable fire prevention awareness training for staff, including fire drills and portable fire extinguisher training.
- (g) The Concessioner must employ a "no tolerance" policy toward employees found to have tampered with smoke or fire detectors, fire extinguishers, sprinklers, and other safety equipment.
- (h) The Concessioner must post a fire or emergency exit plan in each of the assigned facilities.

- (i) The Concessioner must maintain written records verifying the completion of all inspections through the term of the Contract and must provide the records to the Service upon request.
- (j) The Concessioner must register all eligible lodging facilities with the Federal "Fire-Safe-List."
- (4) Emergency Medical Care. Concessioner employees may provide emergency medical care only to the level of their certification.
  - (a) First Aid. The Concessioner must maintain basic first aid supplies at all assigned facilities.
  - (b) Training. An employee certified in standard First Aid and Cardiopulmonary Resuscitation (CPR) training should be staffed and available in Cedar Pass Lodge during operating hours. The Service encourages the Concessioner to allow all employees to attend emergency medical training, including Emergency Medical Responder courses.
- (5) *Emergency Reporting Requirements.*
  - (a) The Service and/or appropriate local agencies provide emergency response medical services.
  - (b) The Concessioner must train all Concessioner employees in proper emergency reporting procedures, including how to provide essential information (e.g., a call back number at their location). The Service will investigate all visitor and employee accidents that require medical attention.
  - (c) Life-threatening emergencies (or unknown status): 911

#### 4) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

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

##### A) Lodging

- (1) *Standards.* The Service considers all lodging units within the Area to be at the basic classification level. See the Commercial Services Website for the Basic (10-LGB), [Basic Lodging Standards \(nps.gov\)](https://www.nps.gov/10lgb/basic-lodging-standards). Additional standards and requirements are below.
- (2) *Number and Types of Rooms.* The Concessioner must provide 27 lodging units (20 units in stand-alone cabins, 3 duplex cabins (6 units), and 1 two-bedroom cottage unit). The Concessioner is authorized to construct up to 10 additional lodging units subject to all necessary compliance and Service approvals.
- (3) *Additional Requirements*
  - (a) The Concessioner must inform guests that all facilities are non-smoking in all advertising, at check-in, and on the Concessioner's website.
  - (b) The Concessioner must provide signage and verbal reminders to visitors to not feed wildlife and to not leave unattended food, beverages, or coolers on porches.
  - (c) At a minimum, each guest unit must be cleaned thoroughly with complete bed and bath linens changed between stays. The Concessioner must offer the option to multi-night guests of not having their bed sheets and/or towels changed. Fresh linens, towels, and bathroom supplies must be available upon request.
  - (d) Each guest unit door must be equipped with both a primary lock and secondary deadbolt lock.
  - (e) At a minimum, each guest cabin must include air conditioning and heat, refrigerator, microwave, coffeemaker, flatscreen television, and information outlining facilities and amenities available in the Area.
- (4) Exclusions to Service Specific Operating Standard 10-LGB. The Service will NOT evaluate the Concessioner on the following standards:
  - (a) Standard 15 – Luggage Carts. Not required in Concession Facilities.
  - (b) Standard 17 – Elevators. Not included in Concession Facilities.

##### B) Campground

- (1) *Standards.* See [Campground Standards \(nps.gov\)](https://www.nps.gov/campgrounds) (10-CAM). If installed, Rustic Lodging Standards (10-LGR) will apply to the rustic camper cabins. Additional standards and requirements are below.
  - (2) *Number and Types of Campsites and Services*
    - (a) 81 individual sites
    - (b) 4 group sites
    - (c) 1 host site with full hook-up
    - (d) 3 Restroom facilities and 1 shower building
    - (e) The Concessioner is authorized to install five (5) rustic camper cabins, subject to all necessary compliance and Service approvals. These rustic camper cabins will not replace any of the individual or group sites.
  - (3) *Additional Requirements*
    - (a) Sites
      - Camping is permitted only in designated sites.
      - Each site must be clearly designated and identifiable both day and night.
      - 22 sites must have electrical hookups as identified on the campground map.
      - Sites must be cleaned after each camping stay and made ready for the next occupant(s). Sites must be cleaned as early in the day as possible.
      - Covered dumpsters must be provided at convenient locations and of a sufficient number to serve visitors. Covered dumpsters must be emptied as necessary to avoid pest infestation.
    - (b) The Concessioner must provide a recycling collection area for campground visitors to recycle materials. The Concessioner is responsible for delivery of recyclables to authorized recycling facilities.
    - (c) Restrooms must be cleaned and stocked according to a posted schedule, at least twice daily during the peak operating season (Memorial Day through Labor Day) and cleaned at least once daily during the rest of the operating season. The Concessioner must clean the Group Loop comfort station at least once daily year-round. The Concessioner must designate a lead cleaning person to manage shower and bathrooms and will provide contact information to the Concession Specialist.
    - (d) Fourteen days is the maximum length of stay per person, party, or organization (made up of the same individuals) in the campground.
    - (e) Camping must be available year-round in the Group Loop area of the campground consisting of four sites. No reservations necessary. First come, first served for off-season camping.
    - (f) The Concessioner must provide garbage removal, snow removal, recycling removal, and accessible toilets. The Service manages the dump station and the Concessioner must not charge for this service.
  - (4) *Exclusions to Service Specific Operating Standard 10-CAM.* The Service will not evaluate the Concessioner on the following standards:
    - (a) Facility Standards 1-11 Comfort Station/Registration Facility – Exterior will only apply to the comfort stations and other campground facilities. The registration facility is evaluated with the lodging evaluation.
    - (b) Public Areas – Interior 12: Registration/Waiting area will not be evaluated using the 10-CAM standard.
    - (c) Comfort Stations 46: Public Laundry will not apply as there are no laundry facilities.
- C) Food and Beverage
- (1) *Food and Beverage Service Standards.* The Concessioner must provide food and beverage service at Cedar Pass Lodge in accordance with Family Casual (10-FBF), Fast Casual (10-FBC), and/or Quick Service (10-FBQ) Food and Beverage Standards: [Food Service Standards \(nps.gov\)](https://www.nps.gov/foodservice). While the lodge kitchen is being rehabilitated, the Concessioner must follow Temporary (10-FBT) Food and Beverage Standards. Additional standards and requirements are below.
    - (a) Seating. The Concessioner must provide at least 100 seats inside the Cedar Pass Restaurant.
    - (b) Host Area. The Concessioner must provide an efficient queuing system for guests waiting for a table or waiting to order.

- (c) Menu. The Concessioner must offer a range of hot and cold meals, at a variety of price points, accommodating a wide variety of visitors, including light eaters, vegetarians, healthy choices, vegans, children and those with medical restrictions.
- (d) The Concessioner must offer menu items for carryout by request.
- (e) The Concessioner must use environmentally friendly dish detergent, and environmentally friendly carryout containers must be provided to customers.
- (f) Liquor Laws. The Concessioner must have at least one full-time manager who is knowledgeable of the South Dakota laws regarding the purchase, serving and selling of alcoholic beverages.
- (g) Temporary Operations. While the Main Lodge Building is under construction, the Concessioner must install, operate, and maintain temporary food and beverage facilities throughout the closure.
- (h) Temporary Food and Beverage Service Operation Plan. Within 30 days following the effective date of the Contract, the Concessioner must submit for Service review and approval its plan for providing food and beverage service during construction. The plan must include the following aspects of the temporary service: structure or vehicle design and appearance (including color and graphic design), installation plan and utility needs, trash management, food security, minimizing wildlife interactions, menu (including prices), signage, parking location(s), and schedule (days and times). Along with the operation plan, the Concessioner must also submit a Food Service Facility Plan Application to the Service's Public Health Officer for review prior to approval. Public Health will review the application to ensure there are sufficient on-site and supporting facilities to support the proposed menu and food service level. After approval and implementation, the Concessioner's plan must remain in effect unless the Superintendent approves a change in writing.
- (2) General Food and Beverage Requirements
- (a) Public Health. All food preparation, storage, transportation, and dishwashing must conform to the most recent edition of the Food Code as published by the U.S. Food and Drug Administration.
- Food Safety Plan. The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a formal Food Safety Plan that covers safe food storage, handling, and preparation. The Concessioner must provide its initial Food Safety Plan to the Service according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
  - Food Safety Certification. The manager of the kitchen must hold certification as a ServSafe Food Protection Manager by the National Restaurant Association or equivalent. Employees preparing and handling food must have appropriate food-handlers training.
  - Allergens. The Concessioner must notify guests of potential contamination linked to common allergies, including but not limited to peanuts, seafood, milk, and wheat. The Concessioner must have available the ingredient list for all menu items.
- (b) Menu Development and Food Product Served
- Core Menu. The Concessioner must submit its draft core menu in writing to the Service for rate approval according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The Service will provide a written response within 30 days of the submittal.
  - Food Choice. The Concessioner must comply with the NPS Healthy Food Choice Standards and is encouraged to comply with Sustainable Food Choice Guidelines. Information about these programs is available at [Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/concessions)
  - Menu Display. Hand-held menus and menu boards must be simple, easy to read, and uncluttered. Healthy food choices must be marked with a recognizable symbol.
  - Product Availability. The Concessioner must ensure the availability of items listed on menus and menu boards during the entire serving period. Specials may have limited availability.
  - Quality. The Concessioner must serve food of the freshest and highest quality appropriate for the service type and level.
- (c) Food Service and Presentation
- Table servers must explain preparation and ingredients for menu items on request.
  - The Concessioner must serve food at appropriate temperatures and display it appropriately for the classification of service.



- The Concessioner must minimize packaging and not use Styrofoam.
- The Concessioner must serve tap water only on request as a water conservation practice.

(3) *Exclusions to Service Specific Operating Standards:*

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

D) Retail

- (1) *Standards.* See [Retail Standards \(nps.gov\)](https://www.nps.gov/retail-standards) (10-RET). Additional standards and requirements are below.
- (2) *Core Retail Items.* The following is a list of core retail categories that the Concessioner must price using the Markup method. Category descriptions from the National Association of Convenience Stores (NACS) can be found at <https://www.convenience.org/Research/NACS-Category-Definitions-Number-Guide/Category-Definitions-8.pdf>. The Concessioner may price all other convenience items using CMD.

NACS Code	Category
<b>07-00-00</b>	<b>Packaged Beverages</b>
07-04-00	Juice/Juice Drinks (Includes: 100% juice, vegetable drinks, canned/juice box drinks)
07-05-00	Bottled Water (Includes: flavored, carbonated, still, fortified waters)
<b>17-00-00</b>	<b>Alternative Snacks</b>
17-02-00	Granola/Fruit Snacks
17-03-00	Health/Energy Bars (Includes: meal replacement, diet, energy, cereal, nutritional bars)
<b>20-00-00</b>	<b>Non-edible Grocery</b>
20-01-00	Laundry Care (Includes: laundry detergent)
20-02-00	Dish Care (Includes: dish soap)
20-03-00	Household Care (Includes: insecticides)
20-04-00	Paper/Plastic/Foil Products (Includes: toilet paper)
<b>21-00-00</b>	<b>Health &amp; Beauty Care</b>
21-01-00	Analgesics
21-02-00	Cough & Cold Remedies (Includes: cough drops)
21-03-00	Stomach Remedies (Includes: antacids)
21-06-00	Grooming Aids (Includes: shampoo, oral care, deodorants, soap, shaving needs)
21-07-00	Feminine Hygiene (Includes: tampons, sanitary napkins)
21-10-00	Skin Care/Lotions/External Care (Includes: sunscreen, eye care, lip care, first aid)
<b>22-00-00</b>	<b>General Merchandise</b>
22-02-00	Batteries
22-08-00	Lighters
<b>28-00-00</b>	<b>Ice</b>

- (3) *Merchandise Plan.* The Concessioner must develop and implement a Gift Merchandise Plan that reflects the Area’s interpretive themes and incorporate it into the operation of all merchandise areas. The Plan must incorporate environmentally preferable purchasing and environmentally preferred products that the Concessioner will sell to Area visitors. The Plan must integrate pollution prevention and waste-reduction objectives and strategies. The Plan must be submitted to the Superintendent no later than 120 days after the effective date of the Contract. The plan must be updated annually and submitted to the Service by March 1st of each year.

(4) *The Concessioner must:*

- (a) Attach, wherever possible and appropriate, informational tags to items offered for sale to show its relationship to Area themes.
- (b) Seek handicraft items representing Area and regional themes, including crafts by local and American Indian artists. Some handicrafts offered for sale must focus specifically on the American

Indian tribes indigenous to the region and the Area. The Concessioner must physically separate handicrafts from "western goods," that may appear to the visitor to be American Indian in origin. Items of Area interpretive value and general value in natural and cultural education must be prominently displayed.

- (c) Carry a selection of clothing and other items to meet the needs of visitors who may have forgotten items or need emergency replacements. The intent of this visitor service is to provide an appropriate selection of items that represents a range of price and quality levels.
- (5) *Vending*. The Concessioner is authorized to offer food and beverage items in vending machines near the main Lodge building and in the campground. The requirements for vending machines can be found on the 10-RET form as well as in the CS Guide section 6.16.19.
- (6) *The Concessioner must not sell:*
  - (a) Articles that persons of normal taste or sensitivity might consider obscene, offensive, profane, or items that reflect a lack of concern for the environment or a culture, or items of religious overtones.
  - (b) Items that do not relate to identified Park themes.
  - (c) Archaeological specimens over 100 years old or objects of American Indian origin over 100 years old.
  - (d) Plant materials (including seeds) and other natural materials from Service units.
  - (e) Fossils or other earth products (such as stalagmites and stalactites or other speleothems).
  - (f) Minerals, rocks, and stones without at least one face or surface of the item planed and polished to distinguish it from the natural state.
  - (g) Animal skins or parts of animals obtained illegally or from threatened and/or endangered species. These items also may not be incorporated into merchandise or used in displays.
  - (h) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
  - (i) Merchandise that is subject to spoilage and has exceeded the producer's specific "Do not sell after" date.
  - (j) Items that may, by their nature, encourage violation of Service and Area regulations, i.e. collecting kits, peanuts, birdseed, wildflower or plant seeds, etc.
  - (k) Tobacco products.
  - (l) Styrofoam products.
  - (m) Toy firearms.
  - (n) Items that contain inaccurate or misleading information.
  - (o) Exceptions must be documented in the operating and merchandise plans and approved by the Park. Handicrafts and other retail items containing non-living biological materials, such as decorative feathers, seeds, nuts or flowers embedded or affixed to the item, provided they are from legally authorized sources and labeled accordingly, are permissible.
- (7) *Native American Arts and Crafts*. The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of United States and Native American handicraft items in accordance with Service policy. These records must provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Superintendent, certification of authenticity of all handicraft items for which it claims exception to franchise fee.
- (8) *The Concessioner must also comply with the "Indian Arts and Crafts Act (Act) of 1990"(P.L 101-644), as amended, which states that it is unlawful to offer or display for sale or sell any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian or Indian tribe or Indian arts and crafts organization, resident within the United States.*
- (9) *Exclusions to Service Specific Operating Standards Retail Evaluation 10-RET:*
  - (a) 1-10 Public Areas-Exterior. These are evaluated as part of the Lodging evaluation
  - (b) 11-12, 14-16, 18-20 Public Areas-Interior. These are evaluated as part of the Lodging evaluation.
  - (c) 29-34 Safety. These are evaluated as part of the Lodging evaluation.

## 5) CONCESSIONER REPORTING REQUIREMENTS

### A) Operations

#### (1) *Concessioner Operational Reporting*

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

#### (2) *Emergency and Incident Reporting*

(a) The Concessioner must report emergencies by dialing 911. The Concessioner must immediately report the incidents listed below to the Chief Ranger's office or an Area Law Enforcement Officer:

- Employee or visitor injuries, incidents, or property damage that necessitates a medical, fire, and/or other law enforcement response.
- Fatalities.
- Any incident that adversely affects Area resources.
- Any known or suspected violations of the law, including illegal drug use by employees.
- Any fires that cause damage or require emergency response.
- Accidents or incidents that could result in a tort claim to the United States or the Concessioner.
- Any motor vehicle accidents regardless of the amount or extent of damage.
- Property damage estimated to be over \$300.

(b) The Concessioner must report the following to the Area concession management specialist within 24 hours or as soon as practicable:

- Any safety-related reportable accident or public health incident.
- Any notice of violation from local, state, and/or federal entities.
- Employee or visitor injuries, incidents, or property damage that necessitates a medical, fire, and/or other law enforcement response.
- Fatalities.
- Any incident that adversely affects Area resources.
- Any known or suspected violations of the law.
- Any fires.
- Accidents or incidents that could result in a tort claim to the United States or the Concessioner.
- Any motor vehicle accidents regardless of the amount or extent of damage.
- Property damage estimated to be over \$300.

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

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

#### (a) Lodging

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

(b) Campground

- Gross revenue
- Number of campsites available and occupied, by week
- Total guest count
- Average length of stay
- Turn away demand for days during that month and reasons
- Winter dry camping data each month

(c) Food and Beverage

- Gross revenue
- Number of covers served by breakfast, lunch, and dinner
- Average check
- Number of events, if any, including revenue and number served

(d) Retail

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

(e) Public Showers

- Gross revenue

## B) Concessioner Financial Reporting

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

(1) *Franchise Fee Payments.* The Concessioner must:

- (a) Make payments due to the Service through electronic funds transfers via Pay.Gov, or updated system dictated by the Service.
- (b) Notify via email the Superintendent or their designee of the date and amount of franchise fee payment.
- (c) Submit a Monthly Financial Report electronically to the Superintendent in the form prescribed by the Service.

(2) *Utility Expenses.* The Concessioner must report all utility expenses on its AFR.(3) *Employee Payroll.* The Concessioner must report annually a breakdown of payroll by workers compensation class code (or position description) by location.

## C) Other Reporting

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

(2) *Reservation and Availability Data.* The Service may request the Concessioner provide data to display availability and occupancy information and potentially provide booking data through platforms other than the Concessioner's reservation system such as through Recreation.gov. The Service will work with the Concessioner on such data sharing and appropriate application programming interfaces.

## D) Summary of Initial and Recurring Due Dates

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

Title		
List of Management Personnel	Initial and as updated	Within 30 days of the Contract effective date and as updated
Core Menu Rate Approvals	Annually	Between February 15 and March 1 annually
Certificate of Insurance	Initial and Annually	14 days prior to commencing operations; and annually upon renewal
Environmental Management Program	Initial and Annually	Within 60 days of the Contract effective date, updated annually on January 31
External Regulatory Agency Notices	As needed	As soon as possible, but not later than ten days after receipt
Possession of Firearms Policy	Initial	Within 60 days of the Contract effective date
Food Safety Plan	Initial	Within 60 days of the Contract effective date
Risk Management Program	Initial and Annually	Within 120 days of the Contract effective date and updates due annually by January 31
Merchandise Plan	Initial	Within 120 days of the Contract effective date and no later than March 1 of each year
Informational, Interpretive and Promotional Materials	Initial and as updated	At least 30 days prior to publication and/or distribution
Employee Handbook	Initial and as updated	Within 120 days of the Contract effective date and updates due annually by January 31
Visitor Satisfaction Monitoring System	Initial	Within 30 days of the Contract effective date.
Visitor complaints	As needed	Initial response to visitors within 48 hours, copy of response to Service within 5 days
Human Illness Report	As needed	Reported promptly to the Superintendent
Request for use of the Mark	Initial	Prior to use
Schedule of Operations	Annually	March 1
Employee Accident/Injury Analysis	Annually	January 1
EMP Summary of Performance	Annually	January 1
Operational Performance Summary Report	Monthly and Annually	15 <sup>th</sup> day of the following month and by January 1 of each year
Annual Financial Report	Annually	120 days from the end of the Concessioner's fiscal year

Franchise Fee (electronic deposit)	Monthly	By the 15 <sup>th</sup> day after the final day of each month of operation
Balance Sheet	Initial	Within 90 days of effective Contract date
Monthly Financial Report	Monthly	By the 15 <sup>th</sup> day after the final day of each month of operation
Guest Satisfaction Monthly Summary	Monthly and Annually	Within 15 days after the end of the month and by March 1 of each year.
Temporary Food and Beverage Operation Plan and Food Service Facility Plan Application	Initial	Within 30 days following the effective date of the Contract.