

EXHIBIT B
OPERATING PLAN

1)	INTRODUCTION	1
2)	DEFINITIONS	1
A)	Service Policy	1
3)	MANAGEMENT RESPONSIBILITIES	1
A)	Concessioner	1
B)	Service	1
4)	GENERAL OPERATING STANDARDS AND REQUIREMENTS	1
A)	Schedule of Operation	1
B)	Rate Determination and Approval Process	2
C)	Purchasing	4
D)	Evaluations	4
E)	General Policies	6
F)	Wildlife Interactions	7
G)	Human Resource Management	8
H)	Possession of Firearms	10
5)	SPECIFIC OPERATING STANDARDS AND REQUIREMENTS	11
A)	Lodging	11
B)	Food and Beverage	11
C)	Retail	12
D)	Campground	12
E)	Fuel	13
F)	Shower and Laundry Facilities	14
G)	Recreational Equipment Rentals (Authorized Service)	14
H)	Guided Land Tours (Authorized Service)	14
I)	Employee Housing	15
6)	ENVIRONMENTAL MANAGEMENT PROGRAM	15
7)	RISK MANAGEMENT PROGRAM	15
A)	Risk Management Plan	15
B)	Emergency Response	15
C)	Exculpatory Agreements	16
8)	PROTECTION AND EMERGENCY SERVICES	16
A)	Law Enforcement	16
B)	Structural Fire Protection	17
C)	Emergency Medical Care	18

9)	UTILITY RESPONSIBILITIES	18
A)	Concessioner.....	18
B)	Service.....	19
10)	PUBLIC RELATIONS	19
A)	Required Notices.....	19
B)	Public Statements	20
C)	Use of the National Park Service Authorized Concessioner Mark (“Mark”).....	20
D)	Social Media, Advertisements, and Promotional Material	20
11)	VOLUNTEERS IN THE PARK (VIP) PROGRAM	20
12)	REPORTING REQUIREMENTS	21
A)	Operational Reports.....	21
B)	Operational Statistics by Service Type.....	21
C)	Financial Reports.....	22
D)	Other Reporting.....	23
13)	SUMMARY OF INITIAL AND RECURRING DUE DATES	23

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 Lake Chelan National Recreation Area (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

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

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

2) DEFINITIONS

A) Service Policy

The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy is available upon request from the Service.

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 Operation

- (1) *Minimum Operating Season and Hours.* The Concessioner must provide the required services for Area visitors on a seasonal basis from **June 15 through October 15**. The required services must be provided seven (7) days per week (including holidays) throughout the minimum operating season. The Concessioner may elect to operate outside of the minimum required dates. The Concessioner must submit its proposed opening and closing dates, and hours of operations, which must include at a minimum the dates listed above, for the Superintendent's approval no later than **60 days in advance** prior to the Concessioner's proposed opening date for the next season. Once approved, the concessioner must post all operating seasons and hours on-line and within the Concession Facilities.

- (2) *Changes to Operating Schedule.* The Service recognizes that adjustments and changes to the dates of operation may be required based on limitations due to weather, visitation, and safety. The Superintendent will work with the Concessioner to modify operating schedules to recognize visitor, guest, and employee safety, and efficiency in concessioner operations.
- (3) *Pre and Post Season Meetings.* The Concessioner (and any site representatives) must attend a pre-season meeting with the Service to review the Operating Plan and to discuss planned operations during each season. The Concessioner must attend a post-season meeting with the Service to review the season’s operation and seasonal procedures.

B) Rate Determination and Approval Process

- (1) 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](#).

Service	Rate Determination
Lodging	Competitive Market Declaration
Food and Beverage	Competitive Market Declaration
Merchandise	Rates for merchandise are set in accordance with Manufacturer Suggested Retail Price (MSRP) or, if there is no pre-printed price on the item, Competitive Market Declaration
Convenience and Grocery	Rates for convenience and grocery items are set in accordance with the National Association of Convenience Stores (NACS) Markup Percentages, or if printed on packaging, MSRP
Campground	Competitive Market Declaration
Public Shower and Laundry	Competitive Market Declaration
Fuel Sales	Competitive Market Declaration
Equipment Rentals	Competitive Market Declaration
Guided Instruction	Competitive Market Declaration
Water and Vehicle Taxi Services	Competitive Market Declaration

- (2) *Management of Rates under Competitive Market Declaration.* The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for the service types approved under the Competitive Market Declaration (“CMD”) method.
 - (a) Rate Adjustment. The Concessioner may adjust rates of CMD goods and services without prior notification to or written approval from the Superintendent.
 - (b) Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization/occupancy remains similar as prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner’s services and rates. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Concessioner operating reporting requirements outlined in this Operating Plan, data from the

Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.

- (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
- (d) Rate Monitoring Information. The Concessioner must supply the Service rate monitoring information as described above and as proposed in its rate monitoring plan on a monthly basis, aligned with its operational performance report.
- (3) *Published Rates and Compliance*.
- (a) 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, menus and posted rate sheets, and rack rates posted in rooms.
- (b) In the case of Comparability, Core, MSRP, and markup rate methods, the Concessioner must ensure no published or posted rates exceed any respective maximum rates approved by the Service. The Service will conduct periodic evaluations of Concessioner compliance with maximum approved rates. Approved rates must remain in effect until superseded by changes approved in writing by the Superintendent.
- (c) The Concessioner must ensure that third-party companies selling rooms or services on behalf of the Concessioner sell those rooms or services at or below the Service-prescribed maximum rate (where applicable such as under Core or CMD), or the Concessioner's maximum advertised rate. The Concessioner must absorb any service fee or commission that the third-party charges in the approved maximum rate. This includes third-party booking agents (e.g., Expedia, Travelocity, Orbitz).
- (4) *Reduced Rates for Federal Government Employees*. The Concessioner must offer federal government employees travelling on official business current government per diem lodging for the Area. Goods and services will not be provided to government employees or their families without charge or at reduced rates unless equally available to the public.
- (5) *Exceptional Conditions*. If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service must be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in unavoidable situations.
- (6) *Changes to Rate Methods*
- (a) Changes Initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.
- (b) Changes Requested by the Concessioner. The Concessioner may request a change to the rate approval method; however, the request to change the rate approval method must be

submitted 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, 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
 - An assessment of how critical the service or product is to visitors
 - A summary of the Concessioners pricing strategy regarding its position relative to its competitive market
- (c) Advance Rates. The Concessioner may request approval of an advance rate. This request must follow the requirements in the Rate Administration Guide (Section 2.4), except as provided in 36 C.F.R. § 51.82(d).

C) Purchasing

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

D) Evaluations

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

- (3) *Annual Overall Rating.* The Service determines the Annual Overall Rating (“AOR”) for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes one overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.
- (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria: timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance, etc.
 - (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations and weights them if necessary.
 - (c) Public Health Program Evaluation Report. A representative of the Service’s Public Health Program will conduct periodic evaluations of the Concessioner’s food and beverage operations, in accordance with the Public Health Service procedures based upon the U.S. Food Code.
 - (d) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner’s Risk Management Program (“RMP”). These evaluations and ratings consider compliance with the Service risk management standards, implementing life safety and fires safety programs, and operating in accordance with the Concessioner’s documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.
 - (e) Environmental Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner’s Environmental Management Program (“EMP”). These evaluations and ratings consider compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation in accordance with the Concessioner’s EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
 - (f) Asset Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner’s Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities.
- (4) *Other Audits or Inspections.* As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third-party evaluator, including but not limited to, the following.
- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and compliance with environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide.
 - (b) Fire Inspections. The Service may also conduct fire safety inspections at its discretion throughout the term of the Contract but will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
 - (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations, which may consider issues such as vector control and exclusion practices, pesticide application practices, and others. Tier 1 inspections are conducted by the concessioner and Tier 2 level oversight is conducted as part of the Concessioner Review Program. In addition, technical experts (e.g., public

health service officer, integrated pest management coordinators) may periodically conduct Tier 3 oversight inspections.

- (d) Visitor Satisfaction Review. The Service may review Concessioner visitor satisfaction program results, complaints, and comments, and incorporate findings into the AOR.

E) General Policies

(1) Facilities Use

- (a) Authorized Use. Concession Facilities must be used only for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
- (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#).
- (c) Quiet Hours. Are 10:00 p.m. to 6:00 a.m. within all Concession Facilities, including employee housing.

- (2) Checkout Counter Donation Program. Should the Concessioner participate in this program the Concessioner must comply with all requirements of the [Checkout Counter Donation Program](#) found on NPS [Partnerships website \(Reference Manual 21 – Chapter 4\)](#).

- (3) 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](#) and 41 CFR § 101-48.000.

(4) Vehicles Used in Connection with Operation

- (a) Identification. The Concessioner must include its name and logo, with lettering no larger than three and one half inches in height, on every vehicle.
- (b) Licensing, Insurance, and Registration. The Concessioner must properly register, license, and insure all Concessioner vehicular equipment used to perform services under the Contract in accordance with all Applicable Laws and with this Contract.
- (c) Vehicle Maintenance. Maintenance for on-site vehicles may occur within the designated Land Assignment (Exhibit C) in non-public access areas or approved alternative Service facilities.
- (d) 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 always maintain egress in or out of the Service-approved designated area.
- Day parking for concession employees: The Service will delegate appropriate parking locations for concessioner employees who utilize vehicles for personal transportation to/from their residence to their work site, and who's work schedule corresponds with docking schedules of passenger vessels. Every effort shall be made by concessioner employees to park vehicles outside of and away from the Stehekin Landing area, especially during the hours of 10:00 am and 3:00 pm when boats are docked in Stehekin.
 - Overnight Parking for concession Employees: The Service will delegate parking locations for employees residing in concession housing units located at Stehekin Landing. The Service will make reasonable effort to allocate parking areas corresponding to the assigned concessioner housing units, with priority for year-round employees of those who reside in employee housing during the off-season and or winter months.
 - Concession-owned work and transport vehicles: Vehicles used for business and maintenance purposes, will be parked off-site, or away from the primary Landing area unless being used to load/unload freight or to accomplish maintenance and operational objectives.

- (e) Abandoned Vehicles. The Concessioner must notify the Service of abandoned, immobile, or inoperable vehicles, including employee vehicles, within the Concession Facilities. Concession employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove and properly dispose of abandoned vehicles in a timely manner.
- (5) *Deliveries*. The Concessioner must schedule deliveries to not interfere with business operations during peak visitation hours. Deliveries should use non-public areas to the extent possible.
- (6) *Telephone Services*. The Concessioner will provide public phone service (credit card payment only) at the Public Shower and Laundry Building. The public phone will be checked regularly to ensure they are in working order. Concessioner is required to clean and/or remove trash from the public phone cubicle; daily checks/cleaning should be conducted at least once per day.
- (7) *Visitor Satisfaction and Monitoring*. The Concessioner must establish a Service-approved visitor satisfaction monitoring system to monitor service and quality standards, product mix, pricing, and overall Area experience. This system may consist of electronic or hard-copy (i.e., comment card) surveys, depending on location and services being monitored, but the Concessioner must ensure it clearly articulates how visitors access the electronic version or provide an adequate supply of hard copy surveys. The system must monitor visitor satisfaction with service and quality standards, product mix, pricing, and overall Area experience. Information on accessing the electronic survey must be available at appropriate locations, or the Concessioner must have an adequate supply of comment cards within its facilities. The Concessioner must submit its plan for this system within **30 days of 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 piloting a centralized, web-based guest satisfaction program to solicit feedback from visitors to concession operations. The Concessioner must adopt the Service program when it is available.

F) Wildlife Interactions

- (1) The feeding of wildlife within the Area is prohibited. The Concessioner will not encourage the feeding of wildlife within the Concession Facilities.
- (2) The Concessioner must include proper signage regarding leaving unattended food in any outdoor area within the Concession Facilities and ensure timely removal for refuse collected within the Area to include:
- (a) Immediately bus and or clear any outside tables used by patrons of the Restaurant after each use.
- (b) Ensure trash and recycle receptacles positioned within the Concession Facilities are routinely emptied. Trash should be collected, at minimum, once daily to avoid attracting wildlife. In high use areas during peak days, trash must be collected at minimum, twice daily. Collected trash and recyclables should be removed from the Concession Facilities as soon as possible

after collection, or stored in appropriate animal proof containers until it can be deposited at the Area's Trash Compactor facility.

- (c) Employee Housing Areas. The Concessioner will be responsible for mitigating any potential problems with bears including proper disposal of residential trash from concession housing units. Proper disposal includes disposal of trash and garbage into bear-proof trash receptacles for employee housing areas or establishing routine schedules for trash pick-up by concession staff. Outdoor picnic tables and cooking equipment (grills) should be kept clean and free of food debris.
- (3) Preventive measures will be in place to limit exposures to Hantavirus.
- (4) The Concessioner and its employees will notify the Stehekin District Resource Management Specialist or Maintenance Supervisor immediately regarding any issues with wildlife.
- (5) All pets must be restrained on a leash as required by 36 C.F.R. 2.15.

G) Human Resource Management

- (1) *Employee Identification*. At a minimum, Concessioner must issue all employees an employee photo identification card that includes name, work location, and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees. Employees may use these cards for entrance to the Area.
- (2) *Employee 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 Puget Sound Interagency Communications Center (PSICC) at (425) 783-6150.
 - (b) Background Checks. The Concessioner must ensure background checks are performed on all employee hires as appropriate for the position. These may include wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner cannot hire someone showing any active wants or warrants (current fugitive from justice). The Concessioner must make available to the Chief Ranger, upon request, the background investigations conducted on employees. 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 Washington state operator's license for the size and class of vehicle being driven.
 - (d) Service Employees. The Concessioner must not employ in any status an Area employee, his/her spouse, or a minor child, without the Service's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
- (3) *Training*. The Concessioner must provide and maintain records of appropriate employee training as set forth below and must provide those records to the Service upon request.
 - (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within **30 days of the Contract effective date**, and when revised.

- (b) Job Training Program. An active, ongoing training program for development of necessary skills and techniques must be provided for all Concessioner employees. It must include mandatory orientation and job training both at the start of employment and as a refresher training at least annually thereafter. The program must stress work performance, including a thorough knowledge of food safety, Service policy and regulations, general resource protection and environmental awareness, and training on the Concessioner's Environmental Management Program, Concessioner's Risk Management Program, and responsibilities for performing their duties. Training must include the following, in addition to job-specific skills training:
- Orientation Training. The Concessioner will provide introductory Area training to all new hires using qualified and certified staff.
 - Emergency Medical Training. The Concessioner is not required to ensure employees have CPR/First Aid certifications at the time of hire; however, concessioner is encouraged to allow employees to attend emergency medical training, including CPR and First Response courses if available for staff.
 - Wildlife, Fish, and Vegetation Management. The Concessioner will provide Service-approved training in fish, wildlife, and vegetation management, including measures to prevent wildlife species from becoming habituated to human foods, identification of noxious weeds, and becoming acquainted with the Area's annual fishing regulations for Lake Chelan and surrounding waters.
 - Sanitation Training. The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the U.S. Public Health Service (USPHS) Food Code.
 - Interpretive Training. The Concessioner will provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services. These employees must demonstrate their knowledge of Area resources, history, and use appropriate interpretive techniques in their presentations to visitors. The Concessioner will work closely with the Service to improve the methods of preparing and presenting effective interpretive information.
 - Service Provided Training. Concessioner must encourage and allow its employees to attend any Service-sponsored training relating to the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service. The Concessioner will pay employees their standard wages for attending Service-sponsored training.
 - Solid Waste Disposal Procedures. Routine solid waste and recycle material may be disposed of at the Area's Solid Waste facility by the Concessioner. The Service will provide training to concession employees on use of equipment and proper procedures in waste disposal. Concession employees shall not utilize equipment without the required training. The Concessioner is responsible for clean-up of facilities after disposal procedures have been followed. The Concessioner shall not leave waste and recycled materials piled or improperly disposed of at the Compactor facility; all waste and recycled materials must be disposed of according to Service standard operating procedures.
- (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 Washington State RCW 9A.44.130 (sex offenders and kidnapping 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), 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.
- (6) *Employee Housing and Food*. The Concessioner will provide housing and laundry facilities for its employees. The concessioner may provide employees with reduced rates for food service, grocery, clothing and gift items. All buildings assigned to the concessioner for employee housing are non-smoking. The concessioner will manage a housing rental and food account program for its employees.
- (a) Employee Housing Supervisor. The Concessioner will designate a supervisor for employee housing and will provide the name of that employee, their supervisor's name and contact information to the Superintendent and will update the information when necessary.
- (b) Housing Lease Agreements. The content of the employee housing lease agreement and the employee housing rules and regulations are subject to the review and approval of the Superintendent. The employee housing agreement will specify housing and meal rates for employees, deposit and refund policies, and assignment policies.
- (c) Regulations and Policies. Employees residing in the Concessioner's employee housing area will be informed of Service regulations and policies, including but not limited to residency within the Area, through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.
- (d) Inspections. The Concessioner must check employees in and out of their housing units at the beginning and end of their seasons. Housing Units shall be inspected periodically throughout the operational period to ensure facility conditions are maintained to Service standards. The Concessioner is required to perform these inspections. The Concessioner may charge a deposit or use another financial incentive to reach this goal.
- (e) Pets. The Concessioner may elect to develop its own policy for pets within assigned housing that adheres to and incorporates the Area's Pet Policy, a copy which will be provided upon request. If developed, the Concessioner must submit the pet policy, for review and approval by the Superintendent by **June 15**. Employee pet owners are subject to the same pet restrictions as Area visitors, which are set forth under the provisions of 36 C.F.R. Sec. 2.15, and in the Superintendent's Compendium. The Concessioner will be responsible for cleaning and for any and all pet inflicted damage to the housing unit, shrubbery and any other type of damage. The Concessioner's pet policy must be included in the Employee Handbook.

H) Possession of Firearms

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

5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

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

A) Lodging

- (1) *Minimum Operating Standards.* The Concessioner must provide lodging service in accordance with the Basic Lodging Standards (10-LGB).
- (2) *Exemptions or Additions to Basic Lodging Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
4	Parking	Exempt	This standard does not apply.
12	Flags	Exempt	This standard evaluated under the Family Casual Food & Beverage (10-FBF) standards.
24	Coin Laundry	Exempt	Coin Laundry evaluated under Public Shower Laundry Services.
52	Communicating Doors	Exempt	Not applicable to facility.
68	Telephone Access	Exempt	No in-room telephone service available.

B) Food and Beverage

- (1) *Minimum Operating Standards.* The Concessioner must provide food and beverage services in accordance with the Family Casual F&B Standards (10-FBF). Additional standards are available on the NPS Commercial Services website and the Service's [Healthy Food Standards and Sustainable Food Guidelines](#).
- (2) *Food Safety Certification.* All food service employees must have a current food handler's card, issued by a state, county, or local health department.
- (3) *Exemptions or Additions to Family Casual F&B Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
73	Alcohol	Addition	One full-time manager must attend a liquor law training program in accordance with the Washington State Liquor and Cannabis Board (WSLCB).
79	Management Availability	Addition	The manager must be ServSafe® (or equivalent) certified.

C) Retail

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

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
7	Flags	Exemption	This standard evaluated under Family Casual Food & Beverage (10-FBF) standards.
22	Fitting Rooms	Exemption	This standard does not apply.
23	Merchandise Carts and Shopping Baskets	Exemption	This standard does not apply.
37-42	Perishable Food Storage, Preparation, and Service Areas	Exemption	Perishable Food Storage, Preparation, and Service Areas are evaluated under the Family Casual Food & Beverage (10-FBF) standards.
50	ATM Machines	Exemption	This standard does not apply.
53	General Merchandise	Addition	<p>Items will be marketed as "Lake Chelan National Recreation Area", "North Cascades National Park" or "Stehekin", no other short or slang reference is authorized.</p> <p>The Concessioner must develop and implement a merchandise plan that incorporates the Area's interpretive themes. The Concessioner must submit the plan for approval no later than 120 days after the Contract effective date. At a minimum, the plan must clearly describe the categories and types of products approved for sale.</p>

D) Campground

- (1) *Minimum Operating Standards.* The Concessioner must provide tent camping services at the Purple Point Campground and Lakeview Campground in accordance with the Campground Standards (10-CAM).
- (2) *Exemptions or Additions to Campground Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
4	Parking	Exemption	This standard does not apply.
6	Lighting/Illumination	Exemption	This standard does not apply.
10	Flags	Exemption	This standard evaluated under the Family Casual Food & Beverage (10-FBF) standards.
12-17; 18-22; 23-35	Public Areas – Interior; Safety; Maintenance Areas	Exemption	The camper registration and maintenance areas are evaluated under the Retail (10-RET) standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
37, 38, 46	Shower Stalls, Shower Enclosures, Public Laundry	Exemption	The shower and laundry area is evaluated under the Shower Standards (10-SHO) and Laundry (10-LAU) standards.
40	Dressing Area and Clothes Storage	Exemption	This standard does not apply.
45	Public Telephones	Exemption	Public telephones are evaluated under the Basic Lodging (10-LGB) standards.
52	Amphitheatres/Public Assembly Area	Exemption	This standard does not apply.
53	Hookups	Exemption	This standard does not apply.
58, 59	Dump Stations; Propane	Exemption	These standards do not apply.
61	Ice/Vending	Exemption	Ice/Vending is evaluated under the Retail (10-RET) standards.
62, 63	Internet; Entertainment Systems	Exemption	These standards do not apply.
64	Liquid Propane Gas (LPG) Tanks	Exemption	Liquid Propane Gas (LPG) Tanks is evaluated under the Automobile Service (10-AUT) standards.
65	Accessibility	Exemption	This standard does not apply.
89	Employee Housing	Exemption	Employee Housing is evaluated under the Employee Housing (10-EHO) standards.

E) Fuel

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

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-23	Service Station – Exterior; Public Areas - Interior	Exemption	These standards do not apply.
29	Windshield Washing	Exemption	This standard does not apply.
36-47	Garage/Auto Repair	Exemption	These standards do not apply.
49-56	Services	Exemption	These standards do not apply.
57-58	Retail	Exemption	Retail is evaluated under the Retail (10-RET) standards.

- (3) *Exemptions or Additions to Marina Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-69	Marina Office – Exterior;	Exemption	These standards do not apply.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
	Public Areas – Interior; Safety; Boat Facilities; Restrooms/Showers/Laundry; Maintenance Area/Building; Dock Facilities		
83-116	Dock Safety; Accessibility; Services; Slip Management	Exemption	These standards do not apply.
120-125	Outside Contractor Requirements; Marina Safety	Exemption	These standards do not apply.

F) Shower and Laundry Facilities

- (1) *Minimum Operating Standards.* The Concessioner must provide shower and laundry services in accordance with the Shower Standards (10-SHO) and Laundry Standards (10-LAU).
- (2) *Exemptions or Additions to Shower Standards.* None.
- (3) *Exemptions or Additions to Laundry Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
8	Waiting Area	Exemption	This standard does not apply.
21	Vending Machines	Exemption	This standard is evaluated under the Retail (10-RET) standards.

G) Recreational Equipment Rentals (Authorized Service)

- (1) *Minimum Operating Standards.* The Concessioner must provide recreational equipment rental services in accordance with the Recreational Equipment Rental Standards (10-REN).
- (2) *Exemptions or Additions to Recreational Equipment Rental Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-23	Rental Facility – Exterior; Public Areas – Interior; Safety	Exemption	These standards are evaluated under the Retail (10-RET) standards.
30-36	Camping Set Up Services	Exemption	Camping Set Up Services are not required under this Contract.

H) Guided Land Tours (Authorized Service)

- (1) *Minimum Operating Standards.* The Concessioner must provide guided land tour services in accordance with the Guided Land Tour Standards (10-GLA).
- (2) *Exemptions or Additions to Guided Land Tour Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-25	Ticket Office – Exterior; Public Areas – Interior; Safety	Exemption	These standards are evaluated under the Retail (10-RET) standards.
28-41	Maintenance Area/Building	Exemption	These standards do not apply.
68-70	Camping – Overnight Trips	Exemption	Camping – Overnight Trips are not required or authorized under this Contract.

I) Employee Housing

- (1) *Minimum Operating Standards.* The Concessioner must provide employee housing in accordance with the Employee Housing Standards (10-EHO).
- (2) *Exemptions or Additions to Employee Housing Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
10	Trash/Recycling	Addition	The Concessioner must ensure employees using outdoor areas clear all food following each use.
70	Approved Rates	Addition	The Concessioner must manage the room and board account for employees on a break-even account to the greatest extent possible. The Concessioner should ensure that employee room and board charges do not exceed earnings because of a mandatory reduction in work.

6) ENVIRONMENTAL MANAGEMENT PROGRAM

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

7) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

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

B) Emergency Response

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan. The

Concessioner must provide emergency response equipment, as appropriate, and maintain in good condition. 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 Equipment Rentals and Guided Instruction, as defined in Section 3(b) of the Contract.
- (3) Exculpatory Agreements:
 - (a) Must comply with applicable state and federal law and NPS 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 NPS 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 NPS policy are met. The NPS 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 NPS's view that the agreement is valid, enforceable, or otherwise endorsed by the NPS for any purpose.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Concessioner Responsibilities.* Concessioner-employed personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms on duty.
 - (a) The Concessioner must secure Concession Facilities, equipment, and property under its control.
 - (b) The Concessioner must designate a supervisor for oversight of employee housing units/areas; this person must have authority to enforce the Concessioner's employee policies and housing regulations.
 - (c) Reporting of Criminal Violations or Immediate Visitor Safety Emergencies. The Concessioner must immediately report all suspected and known criminal violations to Chelan County Dispatch at (509) 663-9911.
- (2) *Service.* The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will be notified of all violations of Federal, State, County, or Service regulations or policies. State or County officials may assist in some matters as well.

B) Structural Fire Protection

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

(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 the following inspections related to fire and life safety on the property:
 - A full inspection of the property (including a Fire Protection Condition Assessment to NPS standards) by a licensed fire protection engineer **within 60 days of the effective date of the Contract** and every five (5) years thereafter. This inspection must be comprehensive and performed in compliance with all applicable sections of NFPA and with any more restrictive elements of RM-58, the specific Service guidance. It must include life safety systems and fire suppression and protection systems and elements, including elements of passive protection. The goal of this inspection is a comprehensive review of all conditions on the property with resulting recommendations forming a basis for projects and emergency work going forward. A report of inspection must be submitted to the Service within 30 days of the inspection.
 - Facility Fire Life Safety Inspection (NFPA 101) annually by a certified fire inspector.
 - Fire protection equipment and system inspection, testing, maintenance, and repairs as required by NFPA standards and Service standards and policies. Reports of these inspections must be submitted within 30 days of the inspection. All requirements listed below are based on current NFPA standards – where the standards have changed, current standards must be complied with in lieu of the schedule set forth below:
 - ◆ Fire suppression systems (NFPA 25) - annually
 - ◆ Fire suppression systems will also be inspected internally every five years (NFPA 25)
 - ◆ Fire alarm systems (NFPA 72) annually
 - Weekly/monthly visual inspections of facilities for compliance with basic fire, life safety requirements set forth in Reference Manual 58 and all relevant portions of the NFPA (including 101 – emergency lighting and exit signs and 10 – fire extinguishers). Concession employees with adequate education, training, and insurance approved by the Service may conduct weekly/monthly visual inspections. The Concessioner shall maintain written records verifying the completion of such inspections through the term of the Contract and must provide the records to the Service upon request.
- (f) The Concessioner must conduct applicable fire prevention awareness training for staff as required by NPS Reference Manual #58 (Structural Fire Management), as it may be amended, supplemented or superseded throughout the Contract term.

- (2) Service
 - (a) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service may contact the Concessioner at the time of the evaluations so that a representative of the Concessioner may accompany the Service evaluator.
 - (b) The Service must promptly complete repair and replacement of fire protection systems and life safety systems and components that are found not to be functioning properly during inspections or through other means.
 - (c) The Service has the responsibility of wildland fire response only. The Concessioner shall contact the Puget Sound Interagency Communication Center (PISCC) for all response to wildland fire, either by radio (call name is "Puget Sound") or by telephone at (425) 783-6150. The Service does not provide structural fire support.

C) Emergency Medical Care

- (1) *Training and Reporting.* All Concessioner employees must be trained in proper emergency medical care reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location.
 - (a) Life-threatening emergencies: Chelan County Dispatch at (509) 663-9911
 - (b) Non-emergencies: Puget Sound Interagency Communications Center (PSICC) at (425) 783-6150
- (2) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. An employee certified in standard First Aid must be at the Concession Facilities during operating hours. The Concessioner is encouraged to allow employees to be automated external defibrillator (AED) certified.
- (3) *Service Response.* Emergency medical services will be provided by the Service or County by contacting the phone numbers listed above. Due to the remote location of Stehekin, any such emergency medical services may have extended response time. The Service will dispatch Rangers and emergency personnel as needed and will investigate all visitor and employee accidents which require medical attention.

9) UTILITY RESPONSIBILITIES

A) Concessioner

- (1) The Concessioner is responsible for contracting with independent suppliers to provide utility services not provided by the Service, including telephone, electricity, propane, and unleaded fuel. The Concessioner is responsible for the direct payment to these suppliers.
- (2) The Concessioner shall encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.
- (3) Electricity Use
 - (a) Building #31. Electricity for the building #31 (including the Stehekin Post Office) is billed to the Service under one meter by the utility company. The Service has separate meters connected to the main PUD meter that track electrical use in the building for the Post Office and the Service Well Pump. The amount of use from these services is subtracted from the overall use of the building. The Concessioner is charged for their portion of use based on the overall calculated fee for the monthly billing period.
 - (b) Cabins 10,11,12,14 and 15. The meters for Cabins 10, 11, 12, 14 and 15 feed from the Service owned Golden West Visitor Center. Electricity is billed to the Service under one meter by the utility company. The Concessioner is charged their portion of use based on the readings observed by Service staff each month from the individual cabin meters.
 - (c) YACC 105 A/B. The monthly meter reading for 105A and 105B is tracked by one meter that reads total usage for three like units (two units are Service assigned housing, and one unit is Concessioner assigned housing). The Service is billed under one meter for electrical use for

all three buildings by the utility provider. The concessioner is billed 1/3 of the total monthly charge for this meter.

- (4) Water and Sewer
 - (a) The Service provides water and sewer to all Concession Facilities and the Concessioner will be responsible for all costs associated with this service. The Service will review its operating costs for utility systems and services annually and will notify the Concessioner in writing by March 1 of each year of the rates for the upcoming year effective May 1. Rates will be established in accordance with current Service guidelines. The initial rates in 2026 (per 1,000 gallons) are \$9.10 for water and \$11.70 for wastewater. The Service anticipates these rates will increase approximately by the rate of inflation during the term of the Contract.
- (5) *Back-Up Generator*. The standby emergency diesel generator, located at the rear of building No. 21 will be operated by the Concessioner in accordance with posted operating instructions and only designated trained concession personnel will be permitted to operate the generator. The Concessioner will reimburse the Service annually for 50% of the costs for diesel fuel.
- (6) All Service provided utilities will be billed to the Concessioner on a quarterly basis as follows:
 - (a) 1st Quarter: January 1 through March 31
 - (b) 2nd Quarter: April 1 through June 30
 - (c) 3rd Quarter: July 1 through September 30
 - (d) 4th Quarter: October 1 through December 31

B) Service

- (1) *Water and Sewer*. The Service owns and operates the water and sewer system and provides service to the Concession Facilities. The water supply is sufficient and meets required standards of the U.S. Public Health Service. The Public Health Service inspects the system annually. Operations include periodic pumping and disposal of septic tank waste.
- (2) *Electricity*. The Service provides the electricity services as described above under Concessioner responsibilities.

10) PUBLIC RELATIONS

A) Required Notices

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

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

Please address comments to:

Superintendent
North Cascades National Park
810 State Route 20
Sedro-Woolley, WA 98284-1239

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

B) Public Statements

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

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

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

D) Social Media, Advertisements, and Promotional Material

- (1) *Approval of Advertisements and Promotional Material.* The Concessioner must submit to the Service any new or updated promotional and public information material, including website information, for review and approval at least **30 days prior to projected use** or publication. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service in advance to establish specific timeframes for each project.
- (2) *Social Media Postings, Comments, Photos, and Other Content.* All Concessioner social media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner, or the nearby communities does not require pre-approval by the Service. The Service may review social media content for appropriateness and accuracy. The Concessioner must monitor its social media pages on a regular basis and must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery. The Concessioner must provide the layout and general content of the social media site for Service approval at least **two weeks prior** to making the site accessible to the public.
- (3) *Material.* All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper or tree-free products and double-sided. The use of soy-based ink is also recommended.
- (4) *Area Publications.* The Concessioner may distribute the Area brochures and Park maps to visitors.
- (5) *Statements*
 - (a) Authorization. Advertisements, promotional material, and social media sites must include the following Service-approved statement regarding providing services and facilities to the public within Lake Chelan National Recreation 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 name)."
 - (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising in accordance with the Contract, Exhibit C (Nondiscrimination).

11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

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

12) REPORTING REQUIREMENTS

A) Operational Reports

- (1) *Employees and Management List*. The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, office, and emergency phone numbers **within 60 days of the Contract effective date**. The Concessioner will also provide an updated list by **May 1** of each year of the Contract and as significant revisions are made. Additionally, the Concessioner will submit to the Service, upon request, a list of the names and job titles of all employees, seasonal or full-time.
- (2) *Incident Reports*. The Concessioner will immediately report the incidents listed below to an Area Ranger for the following:
 - (a) Any fatalities and any visitor-related accidents or incidents.
 - (b) Property damage estimated to be over \$500.
 - (c) Employee or visitor injuries requiring more than minor first aid treatment.
 - (d) Any fires.
 - (e) Any motor vehicle or boat accidents.
 - (f) Any incident that affects Area resources.
 - (g) Any known or suspected violations of the law.
- (3) *Human Illness Reporting*. Any suspected outbreak of human illness, whether employees or guests, is to be reported promptly to the Service Public Health Officer through the Area's Chief Ranger Office, or their representative. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.
- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by Federal, State, and local rules and regulations. At a minimum, all spills must be reported to the Service Dispatch at (360) 565-3000, ext.0. The Concessioner will also call the following numbers, as required:
 - (a) National Response Center: (800) 424-8802
 - (b) EPA, Region 10, 24-hour Hotline: (206) 553-1263
 - (c) Washington Emergency Management Division: (800) 258-5990 or (800) OILS-911
 - (d) Washington Department of Ecology Regional Office: (360) 407-6300 (number for region including Chelan County)
- (5) *Certificates of Insurance*. The Concessioner will provide annual updated statements and certificates of insurance **no later than 30 days** after the insurance(s) renewal date(s) and in accordance with the Contract.
- (6) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. The Service must approve these surveys in writing prior to use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days of receipt**.

B) Operational Statistics by Service Type

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

- (1) *Lodging*
 - (a) Rooms available and occupied.
 - (b) Average daily room rate.
 - (c) Total guest count.
 - (d) Average length of stay.

- (e) Turnaway demand for days during each month and reasons.
- (2) *Food and Beverage*
 - (a) Number of covers served for breakfast, lunch, and dinner, with corresponding revenues and average check.
 - (b) Number of banquet covers by breakfast, lunch, and dinner with corresponding revenues (if applicable).
- (3) *Retail*
 - (a) Revenue by retail category (i.e., souvenirs/apparel, convenience, grocery).
 - (b) Total number of transactions and average transaction amount.
- (4) *Campground*
 - (a) Total revenue.
 - (b) Average daily rate.
 - (c) Sites available and occupied.
 - (d) Average length of stay.
- (5) *Fuel (Vehicle and Marina)*
 - (a) Number of gallons sold by type and corresponding revenue.
- (6) *Recreational Equipment Rentals*
 - (a) Revenue by rental category (i.e., bicycles, winter sports equipment).
 - (b) Number of transactions by rental category.
- (7) *Guided Tours*
 - (a) Revenue by each tour type (i.e., kayaking, hiking).
 - (b) Total number of tours and number of visitors for each tour.
- (8) *Boat and Vehicle Rental*
 - (a) Number and size of boats available and rented by type.
 - (b) Revenue per type.
 - (c) Average length of rental.
 - (d) Turnaway demand by type of boat and reason (i.e., sold out, specific equipment not available).
- (9) *Taxi Service*
 - (a) Total revenue.
 - (b) Number of trips per day.
 - (c) Number of passengers.
- (10) *Employee Housing*
 - (a) Number of beds available and occupied by location.

C) Financial Reports

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

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

D) Other Reporting

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

13) SUMMARY OF INITIAL AND RECURRING DUE DATES

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

Title	Frequency	Due Date(s)
Acknowledgement of Risk Forms	Initial, Revisions	Within 60 days after Contract effective date
Advertisements & Promotional Material	As Necessary	At least 30 days prior to projected use
Annual Financial Report	Annual	Within 120 days after the Concessioner's fiscal year end
Annual Rate Change Requests	Annual	NLT October 15
Balance Sheet	Initial	Within 90 days after Contract effective date
Certificates of Insurance	Annual	Within 30 days after renewal or changes
Employee Handbook	Annual	Within 30 days after Contract effective date
Environmental Management Program	Initial, Annual	Within 60 days after Contract effective date; December 31
Financial Forecast	Annual	TBD
Fire & Life Safety Inspections	Initial, Annual	Within 30 days of initial occupancy; annually
Guided Land Tours Schedule (Authorized Service)	Annual	NLT April 1
Management/Employee Contact List	Annual	NLT May 1
Merchandise Plan	Initial	NLT 120 days after Contract effective date
Operational Reports	Annual, Monthly	NLT December 31 annually; NLT 15 th of the following month
Possession of Firearms Policy	Initial	Within 60 days after Contract effective date
Proposed Menu	Initial	NLT Contract effective date; Annual updates by April 1 for the upcoming operating season.
Proposed Opening/Closing Dates	Annual	February 1 for upcoming season.
Remittance Report	Monthly	NLT 15 th of the following month
Risk Management Plan	Initial, Annual	Within 120 days after Contract effective date; December 31
Social Media Postings	As Necessary	At least two weeks prior
Survey/Visitor Response Data	As Necessary	Within 14 days after receipt
Visitor Satisfaction and Monitoring	Initial	Within 30 days after Contract effective date