

**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 Canyon De Chelly National Monument (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

In addition to all defined terms contained in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

- A) Environmentally Preferable.** Products or services that have a lesser or reduced effect on human health and the environment when compared to competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of a product or service.
- B) Environmental Purchasing.** Purchasing of environmentally preferable products.
- C) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- D) Recycling.** The act of producing new products or materials from previously used and collected materials.
- E) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service. These policies have been approved by the Secretary of the Interior or by a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, and as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy includes, for example, NPS-48. Service Policy is available upon request from the Service.
- F) Waste Prevention.** Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their volume or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- G) Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

- (1) Designate an on-site General Manager who:
 - (a) Possesses the authority and the managerial experience necessary for operating the Concession Facilities and services required under the Contract;
 - (b) Employs a staff with the expertise and training to operate all services authorized under the Contract;

- (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
- (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the General Manager, the Concessioner must designate an acting General Manager.
- (3) Contact information: The Concessioner must provide a current list to the Service with all appropriate points of contact.

B) Service

The Superintendent manages Canyon De Chelly National Monument and is responsible for all operations, including program oversight of concession operations. The Superintendent carries out Service Policy, including Concession Contract management. The Superintendent, either directly or through designated representatives, reviews, directs, and coordinates Concessioner activities relating to the Area, including evaluation of Concessioner services and Concession Facilities and review and approval of rates charged for all services.

The Service will provide the Concessioner a list containing all appropriate points of contact.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, safe, healthy, environmentally sensitive, and high quality manner. Standards provided by current Service Concession Management Guidelines are operating minimums.

A) Schedule of Operations

- (1) Minimum operating season and hours are as follows:

Minimum Operating Season	Service/Facility	Minimum Operating Hours
Summer Season: March 1 – October 31	Overnight Accommodations	Staffed Front Desk: 24 hours/7 days per week
	Restaurant	Breakfast: 7 a.m.-11 a.m.
		Lunch: 11:30 a.m. - 3:30 p.m.
		Dinner: 4 p.m.- 9 p.m.
	Gift Shop	8 a.m. to 7 p.m.
Fall/Winter Season: November 1 – February 28/29	Overnight Accommodations	Staffed Front Desk: 24 hours/7 days per week
	Restaurant	Breakfast: 7 a.m.-11 a.m.
		Lunch: 11:30 a.m. - 3:30 p.m.
		Dinner: 4 p.m.- 8 p.m.
	Gift Shop	8 a.m. to 6 p.m.

- (2) Normal Operations.

- (a) The Concessioner must submit proposed opening and closing dates and hours of operation for all locations to the Superintendent no later than **October 31** for the next year, which must include the minimum seasons and hours as listed above. Initial proposed opening and closing dates and hours of operation for all locations must be submitted to the Superintendent no more than **30 days** after Contract execution.
- (b) The Concessioner must post the hours of operation in prominent locations around the Area. The Concessioner must adhere to the minimum hours of operation unless it requests changes in advance and receives prior, written approval for all changes from the Superintendent. The Service will give reasonable notice of any schedule changes that it may initiate. Weather, natural disasters, special projects to repair infrastructure, and visitation may cause specific dates of operation to fluctuate. The Service will set these dates and provide the Concessioner with reasonable notice of alterations to the operating schedule.

- (3) *Emergency Operations.* For "after hours" emergencies, the Concessioner must prominently display in all facilities an emergency phone number, the location of the nearest telephone, and other relevant instructions.
- (4) *Meetings.* The Service will meet with the Concessioner (and any site representatives) and Service staff to review this Operating Plan and discuss planned operations for the season. At this meeting, the Service will present projects with the potential to affect concession operations. The Service will hold a post season meeting with the Concessioner and Service staff to review the season's operation.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* The Service ensures that the Concessioner's rates, fees, and levels of service are commensurate with those of comparable private-sector facilities. The Service will judge the reasonableness of rates based on current concession management guidelines. Rate approval methods are subject to change.
 - (a) Overnight Accommodations. Rates will be determined based on comparability. Lodging comparability will not be completed until rates for the current season are available from applicable comparables. The Concessioner may obtain tentative approval for proposed rates with final approval pending completion of comparability. The Concessioner can submit a request to implement proposed rates until the comparables rates are in place for the season. If the final approved rate is lower than the proposed rate, the Concessioner must refund the difference to the visitor. If the final approved rate is higher than the proposed rate, the Concessioner must honor the proposed rate for the length of stay. The Superintendent may revoke this policy in writing at any time.
 - (b) Merchandise Rates. Rates will be determined using Competitive Market Declaration. Prices of merchandise items must be clearly marked.
 - (c) Convenience and Grocery Rates. Rates will be determined using manufacturer's suggested retail price or, if this is not available, the approved markup method.
 - (d) Food and Beverage Rates. Rates will be determined in accordance with the current Service Core Menu Guidelines. The Concessioner must submit the rates to the Superintendent for consideration and approval prior to implementation. After the Superintendent approves the rates for the initial core menu, the Superintendent will conduct a periodic comparability analysis of the core menu items. The Concessioner must submit its entire menu for approval prior to implementation. It is not necessary to notify the Service of minor menu changes such as the addition of non-core items or "specials."
 - (e) Other Services Rates. Rates will be determined by the Comparability Method.
- (2) *Rate Approval Process*
 - (a) Annual Rate Changes. All rates charged by the Concessioner under comparability as well as the core menu items must be submitted to the Superintendent for approval prior to implementation. Requests for rate approvals must be submitted at **least 90 days before their intended effective date.**

The deadlines for submittal of Concessioner annual requests for rate changes are as follows:

Food/Beverage:	March 1 st
Overnight accommodations:	September 1st
All Other Products/Services:	November 1 st

When the Comparability method is utilized, the Service will use its selected comparables to approve, disapprove, or adjust rates, and will inform the Concessioner of the reason for disapproval or adjustment within 60 days after the request has been submitted. If the Concessioner requires a more rapid response due to extenuating circumstances, the Service will attempt to accommodate this request; however, this is not normal procedure. The Concessioner must clearly explain such extenuating circumstances in writing. If a longer response time is needed, the Service will inform the Concessioner of the expected response date. All rate increase requests must be in writing and in accordance with applicable Service

policy and must provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using methodology specified in the Rate Administration Guide.

- (b) Rate Request Information. All rate requests must include pertinent information about the rate, product, or service proposed. This includes but is not limited to: brand names, portions, length of service, and amenities provided. Rate requests must be supported by established criteria and comparability data. The current National Park Service Rate Approval Guidelines outline the information that the Concessioner must include in the request.
- (c) Approved Rate Posting. The Concessioner must prominently post all rates for goods and visitor services. For example, lodging rates must be posted in every room.
- (d) Rate Compliance. Rate compliance will be checked during periodic operational evaluations and at other times throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.
- (3) *Reduced Rates for Government Employees*. Federal employees in travel status on official business, as designated by the Superintendent, will be offered Government per diem rates for the area. Rates for other goods and services will not be reduced or waived for Federal employees or their families unless those rates are reduced by equal measure or waived for the general public.
- (4) *Discounted Items*. 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 will 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.

C) Purchasing

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

D) Evaluations

The Concessioner must provide the services and facilities required by this Contract according to generally accepted hospitality industry practices and in conformance to evaluation standards established by the National Park Service Concessioner Review Program and the National Park Service Concessions Management Guidelines. The Service and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to:

- National Park Service policy
- Applicable standards
- Authorized rates
- Responsiveness to visitor comments
- Risk management
- Public health
- Fire safety
- Compliance with the Environmental Management Program (EMP)
- Implementation of sustainable solutions where applicable and feasible
- Effects on cultural and natural resources
- Correction of operating deficiencies

- Conformance to maintenance programs
- Compliance with the Contract including its Exhibits

The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections.

The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service.

- (1) *Annual Overall Rating.* The Service will determine and provide the Concessioner with an Annual Overall Rating by **April 1** for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating.
 - (a) *Contract Compliance Report.* The Contract Compliance Report and rating will consider such items as the timely and accurate submissions of: annual financial reports; proof of general liability, automobile, and workers compensation insurance; and timely payment of franchise fees. The Contract Compliance Report also addresses concessioner environmental management performance.
 - (b) *Operational Compliance Report.* The Operational Compliance Report and rating will consider such items as the evaluation of the Concessioner's Risk Management Program, Public Health Rating, and Periodic Operational Evaluations.
 - (i) *Risk Management Program Evaluation*
 - The Service will evaluate the Concessioner's Risk Management Program annually. Periodic Operational Evaluations will also include a safety component.
 - The Concessioner must perform safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Concessioner is required to adhere to health, fire, and safety code regulations as well as Service policies and guidelines regarding employee compliance.
 - (ii) *Public Health Inspections.* A representative of the Service's Public Health Program will evaluate the Concessioner's food and beverage operations periodically and provide a written record of this evaluation and rating to the Concessioner.
 - (iii) *Periodic Operational Evaluations.* The Service will conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational and maintenance standards. The Concessioner may be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.

E) General Policies

(1) *Facilities Use*

- (a) *Authorized Use.* The Concessioner may not use any Concession Facilities for activities or services that do not directly and exclusively support services required by this Contract without prior written permission from the Service.
 - (b) *Quiet Hours.* The Concessioner must enforce quiet hours between the hours of 10:00 p.m. and 6:00 a.m. within all Concession Facilities.
 - (c) *Smoking Policy.* All buildings within the Concession Facilities are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking can be found at <http://www.nps.gov/policy/DOrders/DOrder50D.pdf>.
- (2) *Reservations.* The Concessioner must utilize a central computerized reservation system for all lodging services offered under this Contract on a 12-month, forward-rolling basis.
 - (a) *Staff.* The Concessioner must adequately staff the reservations office and must increase staff, if necessary, to meet visitor demand during peak periods.
 - (b) *Front Desk.* The Concessioner must accept reservations for future visits at the front desk of the lodging property.
 - (c) *Reservations Services.* The Concessioner must provide reservations services via toll-free telephone, fax, mail, and Internet at all times.

- (d) Deposits/Refunds. The deposit requirement and cancellation/refund policy is part of the rate approval process and is based on comparables. The Concessioner must include the full text of the policy in all accommodation brochures and reservation confirmations.
 - (e) Confirmed Rates. The Concessioner must honor the rates identified in the reservation confirmation during the entire stay.
 - (f) Credit Cards. The Concessioner must honor credit cards issued by MasterCard, Visa, and Discover. The Concessioner must accept debit cards. The Concessioner may choose to accept or decline to accept credit cards issued by American Express.
- (3) Special Events. During periods of low occupancy, the Concessioner may submit to the Service proposed special events that relate to Area resource education themes. Before the Concessioner may schedule a special event, it must submit a proposal for the review and approval by the Superintendent. The Concessioner must submit requests for special events **at least 30 days before the intended scheduled date**.
- (4) Lost and Found. The Concessioner must operate its own lost and found department for handling lost, found or unattended property within the Concession Facilities. A centralized location will be maintained where all lost and found items will be gathered. Procedures must conform to Service guidelines. The Service will provide the most recent version and any updates.
- (5) Telephone Services
- (a) The Concessioner must ensure that public telephones are available and must check public phones regularly to ensure that they are in working order. Signs directing visitors to the nearest working unit must be posted on out-of-order telephones.
 - (b) Telephone Charges. The Concessioner must provide public access to long distance telephone services. The rate charged to guests for long distance calls must be comparable to that charged by similar lodging properties in the market area. The Concessioner must submit these rates for approval in conjunction with the approval for lodging rates.
- (6) Vending
- (a) Vending Sources. Vending machines must be conveniently located, and must be of a design and color that complements the aesthetics of the building and its surroundings. The Superintendent will approve the type and location of all vending machines.
 - (b) Standards. Vending machines must be clean, properly stocked, and in good working condition.
 - (i) Signage on vending machines may relate to Area resource education themes or must be generic in nature.
 - (ii) Beverage container deposit/recycling information must be posted on all vending machines.
 - (iii) Brand information must only be visible when at the machine.
 - (iv) Vending machines must be adequately illuminated but must not contribute to light pollution at night. Vending machines must be controlled with passive infrared sensors to power down lights when not in use to conserve energy and assist in minimizing night sky pollution.
 - (c) Vending Rates. The Concessioner must submit a proposal for vending machine locations and rates to the Concessions office for approval within 90 days of the Contract effective date. The Concessioner must provide recycling bins and/or trash containers at these locations as approved by the Service.
- (7) Vehicles
- (a) Licensing, Insurance, Maintenance, and Registration
 - (i) All vehicular equipment used by the Concessioner to perform services under this Contract must be properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
 - (ii) The only maintenance activity allowed within the Area is topping off fluids in the maintenance area. All other maintenance activities, including but not limited to washing, fluid changes, and painting must take place outside the Area.

- (b) Identification. Concessioner-owned vehicles must be identified with the company name and logo with lettering no larger than three and one half inches in height.
 - (c) Parking. The Concessioner must park and store trailers, vehicles, and equipment in a safe organized manner and only in Service-approved designated areas. Egress into or out of the designated area must be maintained at all times.
 - (d) Abandoned Vehicles. The Concessioner must notify the Service of any abandoned vehicles (including employee-owned vehicles) within the Concession Facilities. The Concessioner must arrange towing for vehicles abandoned by its employees. The Concessioner must take necessary steps to remove and dispose of abandoned property within the Concessioner Facilities in a timely manner. The Concessioner may not store unserviceable vehicles within the Area.
- (8) *Interactions with Wildlife*
- (a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities by displaying food such as popcorn and bread or maintaining hummingbird, seed, suet, or any other type of bird feeders in such a manner that may imply approval of the feeding of wildlife.
 - (b) The Concessioner must include proper signage regarding leaving unattended food on any outdoor tables within the Concession Facilities.
 - (c) The Concessioner may not sell merchandise such as bird feeders, other small animal feeders, or plant seed of any kind.
 - (d) Food storage, trash, and (where available) recycling containers must be bird and animal-proof, including approved bear-proof designs.
 - (e) The Concessioner must take preventive measures to limit visitor exposure to Hantavirus.
 - (f) The Concessioner and its employees must notify the Area ranger or the wildlife biologist of any wildlife issues immediately.
- (9) *Signs and Labels*. The Concessioner must use professionally produced signs and labels. All signs and labels must be securely attached and not merely taped or stapled to surfaces.
- (10) *Noise*. The Concessioner must minimize noise generated from its operations.
- (11) *Visitor Comments*. The Concessioner must make Service-approved comment cards available (including electronically) to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner must provide the Service with copies of all guest-written comments monthly. The Concessioner must maintain an adequate inventory of comment cards and make them available at appropriate locations within the Concession Facilities. At the request of the Service, the Concessioner must also make Service comment cards available at lodging registration areas.
- (a) The Concessioner must investigate and respond to all visitor complaints regarding its services **within 10 business days of receipt**. The Concessioner must provide to the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
 - (b) The Concessioner must provide to the Superintendent visitor comments that allege misconduct by Concessioner or Service employees or pertain to the safety of visitors or employees or concern the safety of Area resources.
 - (c) The Service will forward to the Concessioner any comments and complaints received regarding Concession Facilities or services. The Concessioner must investigate and make an initial response to any complaints **within 10 business days of receipt**. The Concessioner must provide a copy of any responses to the Superintendent. The Service will provide to the Concessioner a copy of its responses.
 - (d) The Concessioner must provide to the Service monthly all customer satisfaction data collected including written comments and tabulation of rating questionnaires. The monthly reports must include the statistical data highlighting customer service trends, an analysis of that data, and an action plan to correct any service-related issues identified in the data. Data includes information gathered by the Concessioner or any third parties on behalf of the

Concessioner. The monthly customer satisfaction data is due to the Superintendent no later than **15 days after the final day of each month**. Upon request, the Concessioner must provide the Superintendent supplemental information that supports the summary. The Concessioner must obtain the Superintendent's advance, written approval prior to the distribution of any survey.

F) Human Resources Management

- (1) *Employee Identification and Appearance*. The Concessioner must issue to all employees an employee photo identification card that includes, at minimum, the employee's 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. Concessioner employees may use these cards for entrance to the Area. The Concessioner must ensure that all employees in direct contact with the public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Attire must be freshly laundered and in good condition (not torn, stained or excessively faded). The Superintendent will approve initial uniform standards. Changes to these standards will require approval from the Service before implementation.
- (2) *Firearms*: Concessioner employees may not possess firearms while on duty. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner.
- (3) *Employee List*. The Concessioner must submit to the Superintendent a list of the names, job titles, and addresses of all seasonal and full-time employees. This information must be provided **by February 1** and updated monthly.
- (4) *Employee Hiring Procedures*
 - (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full work week whenever possible. 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. All applicable requirements of the Department of Labor must be met.
 - (b) 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.
 - (i) The Concessioner must require any employee who is in a safety-sensitive position such as an equipment operator, or security-sensitive position such as one with access to room keys, to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.
 - (ii) Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report it to the Service's Dispatch Center.
 - (c) Background Checks. The Concessioner must ensure that background checks are performed on all prospective employees as appropriate for the position. These may include: wants/warrants check, local criminal history check, federal criminal records check, national multijurisdictional database and sexual offender search, social security number trace, and driving history check. No employee will be hired if they show any active wants or warrants (current fugitive from justice). Upon request, the Concessioner must make available to the Chief Ranger's Office the type and status of background investigations conducted on employees. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
 - (d) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under this Contract must have a valid operator's license for the size and class of vehicle being driven.

- (e) Service Employees. The Concessioner may not employ in any status a Service employee, his/her spouse, or a minor child without the advance, written approval of the Superintendent. The Concessioner may not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
- (5) Training. The Concessioner must submit a Training Plan to the Service that specifies how it will train employees in appropriate hospitality and customer service skills. The Concessioner must devote part of this training to the importance of the roles played by the Service and the Concessioner in providing accurate information and high-quality service to visitors.
- (a) Wildlife, Fish, and Vegetation Management. The Concessioner must provide Service-approved training in fish, wildlife, and vegetation management, including measures to prevent wildlife species from becoming habituated to human foods and identification of noxious weeds.
- (b) Food Sanitation Training. The Concessioner must provide sanitation training to food service personnel at the start of employment, as well as provide annual updates and necessary additional training to existing employees, 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.
- (c) Environmental and Risk Management. The Concessioner must provide applicable training in environmental and risk management to employees according to the training requirements in its Environmental Management Program and Risk Management Plan and as required by Applicable Laws.
- (d) Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services. The Concessioner must work closely with the Service to improve the methods of preparing and presenting effective interpretive information.
- (e) Area Training. The Concessioner must encourage its employees to attend any Service-sponsored training relating to Concession operations in the Area. Employees, especially managers, may attend other Service training deemed appropriate by the Service, space permitting. The Concessioner must pay employees their standard wages for attending Service-sponsored training.
- (f) Employee Handbook. The Concessioner must provide all employees with a copy of the Concessioner's employee handbook, which must specifically identify the policies and rules of the Concessioner and applicable regulations of the Service. Whenever updated, a copy of all employee handbooks must be provided to the Service **for a 30-day review period prior** to distribution to employees.
- (6) Employee Responsibilities. The Concessioner must require that their employees adhere to all Federal and State laws while in the Area including, but not limited to, use or possession of illegal substances and criminal activity. The Concessioner must formally inform employees and potential employees that any individuals required to register with the county sheriff's office in accordance with California Health and Safety Code 11590 (drug offenders) and California Penal Code 290 (sex offenders), must also register with the Chief Ranger's Office.
- (7) Employee Housing.
- (a) Housing Lease Agreements. The contents of the employee housing lease agreement and the rules and regulations are subject to review by the Superintendent.
- (b) Food. In areas where employee housing is located, the Concessioner must provide bear-proof food storage and trash receptacles, and (where available) recycling facilities that are bird and animal-proof. The Concessioner must require employees using outdoor areas to clear all food following each use and to clean outdoor barbeques after each use. Preventive measures must be taken in order to limit potential exposure to Hantavirus.
- (c) Costs. The Concessioner must operate its room and board account for employees on a break-even basis to the greatest extent possible. The Concessioner should ensure that

employee room and board charges do not exceed earnings as a result of mandatory reduction of work.

- (d) Safe and Clean. The Concessioner must maintain its employee housing in the Area in a safe, clean, and orderly manner utilizing the guidelines in the Maintenance Plan (Exhibit H to the Contract). Employee rooms must be adequately furnished to serve the number of occupants. The Concessioner and the Service will conduct periodic inspections of employee housing.
- (e) Pets. The Service allows pets in permanent employee housing as long as the owners make sure the pets behave well. The Concessioner must follow the same policies concerning pets as Park staff personnel. The Service will provide the policy on pets upon request. Pets must be fed indoors only. Pet food and pet food dishes may not be left outside a residence.
- (f) Internet Access. The Concessioner must provide free internet access in all employee housing areas or in a centralized location, if service is available.

5) ENVIRONMENTAL MANAGEMENT

A) Environmental Management Program

- (1) The Environmental Management Program must be submitted within **60 days** of the effective date of this Contract and annually thereafter by **December 31**.

6) ENVIRONMENTAL EVALUATIONS

- (1) *Area Environmental Management Evaluations*. The Service conducts environmental management evaluations.
- (2) *Service Environmental Audits*. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program. When such environmental audits occur, the Service will incorporate this data into the Annual Overall Rating. The Concessioner must close audit findings within the time frame specified in the Environmental Audit Report.

7) RISK MANAGEMENT PROGRAM

A) The Concessioner must develop and maintain a Risk Management Program. The Concessioner will make an initial submittal and request for acceptance of this program to the Service within **120 days** after the effective date of this contract, and will submit any revisions by **November 30th** of each subsequent year thereafter. The program will include, at a minimum, the following components:

- (1) How the Concessioner will make the policy available to its staff.
- (2) The name of the Concessioner's local safety and health official.
- (3) How the Concessioner will hold its management team and staff accountable for carrying out the risk management program.
- (4) How the Concessioner will provide adequate funding to support the program.
- (5) An annual update of the Concessioner's risk management goals and objectives.
- (6) Annual inspection schedules and how the Concessioner will ensure that inspections are conducted.
- (7) The Concessioner's method for training employees to recognize and evaluate hazards.
- (8) The Concessioner's records management plan for risk management (e.g.: training, inspection, and accident/injury records).
- (9) How the Concessioner will classify deficiencies (examples) and the hazard abatement schedule for deficiencies classified as:
 - (a) Imminent danger
 - (b) Serious hazard
 - (c) Non-serious hazard
- (10) The Concessioner's procedures for recording, reporting, and investigating injuries to employees and guests.
- (11) How the Concessioner will promote safety awareness for guests.

- (12) The Concessioner's risk management training plan for employees.
- (13) The Concessioner's emergency procedures. This includes identifying probable occurrences, coordinating with plans developed by the Service for the Area, and identifying how the Concessioner will train its staff to implement the plans.

B) Emergency Response. The Concessioner must provide plans, procedures, equipment, and training to its employees to effectively respond to releases of hazardous substances in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, an Emergency Response Plan, and a Spill Prevention Control and Countermeasure Plan. The Concessioner must provide emergency response equipment and maintain it in good condition. The Concessioner must provide these plans to the Service upon request.

8) UTILITY RESPONSIBILITIES

A) Service

- (1) The Service provides water and sewer services to the Concession Facilities.
- (2) The Service bills the Concessioner for any provided utilities in accordance with Applicable Laws including but not limited to Service Policy such as DO 35B, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the NPS.
- (3) The Service reviews operating costs for utility systems and services annually and will notify the Concessioner in writing **60 days** before new rates for the upcoming year become effective. In accordance with DO 35B, any utility rate increases of more than 10% (other than those attributable solely to increased usage), will be capped at 10% per year.
- (4) The Service will annually assess the Concessioner's utility costs and may allow the Concessioner to charge a utility pass-through fee if authorized to do so pursuant to DO35B or other Applicable Laws to reflect a difference in cost between the cost of the utilities provided to the Concessioner by the NPS and the cost of such utilities for the comparable businesses used to set rates. If applicable, the Service will complete a utility rate comparability study to determine the pass-through amount.
- (5) The Service will annually review the Concessioner's Utility Pass-Through Reports to compare the projected and actual utility costs and rate pass-through.

B) Concessioner

- (1) The Concession will only apply the pass-through to rates for services which reasonably use the utility (i.e. food & beverage and lodging). The Concessioner will annually submit its pass-through distribution strategy to the Service for approval.
- (2) The Concessioner will provide the Service with an annual Pass-through Report that provides an accounting of the pass-through amounts collected in total and by associated service.
- (3) The Concessioner must provide Utility Pass-Through Reports to the Service annually by May 1.
- (4) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service. These include: electricity, phone, Internet, propane, and the removal of solid waste and recyclables.
- (5) The Concessioner must promptly pay its creditors for utility services not provided by the Service.
- (6) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.

9) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Service*
 - (a) The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service provides year-round law enforcement patrols of the Area.

- (b) The Service handles violations of Federal, State, County, or Service regulations or policies, and coordinates as needed with other law enforcement providers.
- (2) *Concessioner Personnel.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms.
 - (a) The Service may require the Concessioner to provide security guards during periods of vandalism, break-ins, and thefts at Concession Facilities.
 - (b) The Concessioner must secure buildings, equipment, and facilities assigned to it under this Contract.
 - (c) The Concessioner must immediately report to the Service any observed violations of the law.

B) Structural Fire Protection

The Concessioner must make fire prevention and protection primary considerations at all Concession Facilities. Structural fire response will be provided by the Chinle Fire Department.

- (1) *Concessioner*
 - (a) General
 - (i) The Concessioner must integrate structural fire and life safety procedures into its Risk Management Program. The Concessioner must ensure that all Concession Facilities meet Federal, State, and Local fire codes and that existing detection and suppression equipment is appropriately inspected, tested, and maintained in accordance with applicable laws, including but not limited to National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58) where feasible.
 - (ii) The Concessioner must apply for listing on the Federal Fire Safe List if eligible.
 - (iii) The Concessioner must report all fires immediately to the Chinle Fire Department and the Service.
 - (b) Fire and Life Safety Systems Policy and Procedures
 - (i) The Concessioner must have a qualified fire inspector or fire protection engineer licensed by the State and approved by the Service to perform interior and exterior fire and life safety inspections of the Concession Facilities **within 30 days of initial occupancy and annually thereafter**. The Concessioner must maintain written records verifying the completion of such inspections and provide them to the Service upon request.
 - (ii) The Concessioner must contract with appropriate and qualified fire protection system contractors, licensed by the State and approved by the Service, to conduct the periodic inspection, testing, and maintenance of fire and life safety systems and devices, as required by and in compliance with applicable National Fire Protection Association codes and standards. Qualified Concessioner employees may perform this work as approved by the Service. The systems and devices include but are not limited to:
 - Fire detection and notification systems
 - Fire suppression systems
 - Fire extinguishers
 - Emergency lighting
 - Illuminated exit signs
 - (c) Monthly Inspections. In addition to the professionally contracted inspections of the items listed above, the Concessioner must inspect all listed devices monthly. The Concessioner must maintain fire extinguisher and other fire and life safety system components and retain inspection documentation onsite for a minimum of 3 years. The Concessioner must provide a copy of any documentation to the Service upon request. The Concessioner's fire prevention program must include prompt repair or replacement of fire protection systems and life safety systems and components not functioning properly. The Concessioner must maintain a file of the inspection results and provide the documentation to the Service upon request.

- (i) Fire Extinguishers (Routine Inspection, Testing, and Maintenance): The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 10 (standard for Portable Fire Extinguishers). Monthly visual inspections can be performed by properly trained concession staff as approved by the Service.
- (ii) Fire Suppress Systems (Sprinkler): The Concessioner must perform periodic inspections, testing, and maintenance in accordance with the minimum requirements of NFPA 25 (Inspection, Testing, and Maintenance of Water-based Fire Suppression Systems). It must include monthly visual inspections and semi-annual and annual testing and maintenance. Monthly visual inspections can be performed by concession staff that has been properly trained as approved by the Service. A licensed sprinkler system inspector must perform the semi-annual and annual inspection, testing, and maintenance. The Concessioner must provide certification upon request.
- (iii) Fire Suppression Systems and Other (e.g. Kitchen Hood and Computer Rooms) Systems: The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code). The Service will enforce all minimum periodicity requirements for inspection, testing, and maintenance. All inspection, testing, and maintenance must be performed by a licensed fire alarm system contractor.
- (iv) Fire Detection and Notification Systems (Fire Alarm): The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code). The Service will enforce the all minimum periodicity requirements for inspection, testing, and maintenance. All inspection, testing, and maintenance must be performed by a licensed fire alarm system contractor. The Concessioner must test fire alarms and emergency dialers monthly during peak season and report the results to the Service.
- (v) Emergency Lighting and Illuminated Exit Signs: The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 101 (Life Safety Code). The Service will enforce all minimum periodicity requirements for inspection, testing, and maintenance. Inspection, testing, and maintenance may be performed by properly trained concession staff as approved by the Service.

(2) *Service*

- (a) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service will contact the Concessioner at the time of any evaluations so that a representative of the Concessioner may accompany the Service evaluator.
- (b) The Service provides and maintains fire hydrants within the Area.

C) Emergency Medical Care

- (1) *Service Response*. The Chinle Indian Health Service provides emergency medical services.
- (2) *First Aid Supplies*. The Concessioner must maintain basic first aid supplies at all Concession Facilities.
- (3) *Training*. The Concessioner should allow its employees to attend emergency medical training including CPR and First Response courses.
- (4) *Emergency Reporting Procedures*. The Concessioner must train all its employees in proper emergency reporting procedures including how to provide essential information, e.g., a callback number at their location. The Service will investigate all visitor and employee accidents that require medical attention.
 - Life-threatening emergencies: 911
 - Non-life-threatening emergencies: call the Service at 928-674-5500 ext. 222

10) PUBLIC RELATIONS

A) Required Notices

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

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

Please address comments to: Superintendent
Canyon De Chelly National Monument
PO Box 588
Chinle, AZ 86503

"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 the Area, its operations, or any incidents occurring therein to the Superintendent. This includes all media interviews.

C) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. The Concessioner must obtain the approval of the Service for all promotional material prior to publication, distribution, or broadcast. This requirement extends to website information and social media. The Concessioner must contact the Service in advance to establish specific time frames for each project review. The Service may require the Concessioner to remove unapproved promotional material from circulation.
- (b) Changes. The Concessioner must provide all changes in layout or content in its promotional media (including websites) to the Superintendent for review **at least 30 days prior to projected need** and/or printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days and may require longer periods for major projects or for projects for which the Concessioner requires Service staff assistance to help develop the product. The Concessioner should contact the Service in advance to establish specific time frames for each project.
- (c) Area Publications. The Area's newspaper includes information on services provided by concessioners within the Area.
- (d) Material. The Concessioner should publish all advertisements and promotional material on minimum 30% post-consumer material paper and/or tree-free products and double-sided using soy-based inks.
- (e) Websites. The Concessioner's websites must link to the Service website.
- (f) The Concessioner must distribute the Area newspaper and brochure to visitors.

(2) Statements

- (a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Canyon De Chelly National Monument.
- (b) Advertisements for employment must state that the Concessioner is an equal opportunity employer.

11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner should permit its employees to participate in the Service's Volunteers in Parks (VIP) program. Additional information concerning the NPS VIP program can be found at <http://www.nps.gov/seki/supportyourpark/volunteer.htm>.

12) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) Overnight Accommodations

(1) General

- (a) Classification Standards. The Concession Facilities generally match the industry definition of "midscale" based on the predominant lodging type. Public areas must meet an industry midscale standard. Note: The Service is currently developing service classifications and updating its service standards based on industry guidelines and Service-specific objectives and requirements. The Service will apply these standards when they are finalized.
- (b) Information Packet. At a minimum, each guest room will include information outlining facilities and amenities available throughout the Area. The specific content of the information packet is subject to the written approval of the Superintendent.
- (c) Registration Hours. Lodging accommodation staffing will have regular posted hours and procedures for after-hours registration if applicable.
- (d) Locks.
 - (i) All guest room doors will have a functioning primary and secondary lock. Guests will receive a discrete key to the primary lock.
 - (ii) Each door to a connecting room will have a functioning lock.
 - (iii) Each sliding glass door and window will have a functioning lock.
- (e) Phone Service. The Concessioner must deliver emergency messages to guests promptly.
- (f) Housekeeping. The Concessioner must clean each guest unit thoroughly using Environmentally Preferable cleaning products and change all bed and bath linens between stays. The Concessioner must provide daily housekeeping service for multiple-night stays. The Concessioner must encourage linen and towel reuse during a guest's stay but provide fresh linens, towels, and bathroom supplies upon request.

(2) Room Condition

- (a) The Concessioner must provide clean shower or tub curtains that are free of rips and mildew and of sufficient length and width to prevent water from flowing onto the floor. The Concessioner must provide bathrooms that are well illuminated and shower curtains that are sufficiently translucent to allow for good transfer of light into the shower enclosure. If the Concessioner provides other types of enclosures (e.g., hinged or sliding doors), they must meet the above criteria and move easily, and the door tracks must be cleaned and in good repair.
- (b) Floors and floor coverings must be intact, clean, and free of litter. Vinyl floor coverings must be highly polished and free of cracks, chips, or other signs of wear. Masonry tile grouting must be in good repair and clean. Wood floors must be painted or well-sealed. Area rugs must be treated to prevent slipping. Walls, ceilings, and windows must be clean. Windows must open easily and have proper, functioning locks.
- (c) The Concessioner must maintain all surfaces, including tile and grout, so that they are free of mold and mildew.

(3) Amenities.

- (a) Bedroom Linens. The Concessioner must provide one mattress pad, at least two pillows with pillow cases, two sheets, one blanket, and one bedspread or comforter per bed. All linens will be free of stains, rips, and excessive wear and tear and conform to Service standards. The Concessioner will provide an extra blanket in each room in either the closet or bureau. These blankets, bedspreads, and comforters must be laundered quarterly at minimum.
- (b) Bathroom Amenities. The Concessioner must provide Environmentally Preferable products and amenities including but not limited to: biodegradable soap, shampoo, and conditioner in individual containers or bulk dispensers; toilet paper; and wrapped, sanitized glasses in each bathroom. Clean towels in good condition must be provided. There should be one large bath towel, one hand towel, and one face cloth per guest. Additional small toiletry

- (6) *Healthy and Sustainable Food.* The Concessioner must make efforts to integrate healthy and sustainable concepts into Food and Beverage operations. The Service defines healthy as foods and beverages low in calories, low fat, low sodium, produced without antibiotics and hormones, contain no artificial trans-fats, and prepared using healthy food practices such as broiling rather than frying. Sustainable food options include seasonally and locally grown, organic, and environmentally preferable items that contain limited additives.
- (a) The following specific guidelines apply:
- ◆ Produce: Certified organic by a recognized organization (USDA Certified Organic preferable). Locally grown (within 150 miles of the Area).
 - ◆ Meat/Poultry: No added hormones (e.g. bovine growth hormone), genetically modified organisms (GMOs), or antibiotics used in production. Desirable factors include organic, humanely-produced, and locally produced.
 - ◆ Dairy: USDA Certified Organic, locally produced, humanely produced.
 - ◆ Seafood: Seafood options should concentrate on environmentally preferable (Monterey Bay Aquarium Seafood Watch, Green) species.
 - ◆ Chocolate/Coffee: Fair Trade (Certified by "Trans Fair USA") and shade-grown preferable.
 - ◆ High Fructose Corn Syrup or Artificial Trans fats: Reduce the number of products and amount of food preparation that use high fructose corn syrup or artificial trans fats.
- (b) To the extent feasible and appropriate and consistent with healthy and sustainable food guidelines adopted by the Service, the Concessioner should identify healthy and sustainable food choices and provide menus containing nutritional and other information regarding the healthiness and sustainability of the offerings.
- (c) The Service is currently developing a Healthy Foods Program that may include standards for food ingredients, preparation practices, and educational components. The Service intends to revise this Operating Plan as appropriate to reflect new program requirements when they are finalized.
- (7) *Food Safety.* The Concessioner must develop an operating plan for managing food safety and provide the plan to the Service upon request.
- (a) Food Safety Certification. The Concessioner must employ at least one full-time, certified food safety manager who is on duty at all times. The manager must have a current certification as a ServSafe Food Protection Manager by the National Restaurant Association, or an equivalent certificate. All food service employees must have a current food handler's card issued by a state, county, or local health department.
- (b) Public Health. All food storage, handling, preparation, and service must conform to the requirements contained in the most recent edition of the Food Code, as published by the U.S. Food and Drug Administration, including the Hazard Analysis Critical Control Point (HACCP) system. The Food Code is available online at:
<http://www.cfsan.fda.gov/~dms/foodcode.html>.
- (8) *Alcohol Sales.* Not permitted.
- (9) *Reduction of Food Waste and Recycling of Beverage Containers.* The Concessioner must use and supply bulk condiments to minimize packaging whenever and wherever feasible. The Concessioner must sell prepackaged beverages and packaged food items in recyclable containers. The Concessioner must provide appropriate recycling containers in each food service area. If disposable table settings are needed, biodegradable disposable products (e.g. cups, plates, and cutlery) should be used whenever feasible.
- (10) *General Standards for Food Service Facilities.* Cafeterias Description. The primary focus of these facilities is to provide wholesome and familiar food at an economical price. Service is either limited, or, more typically, self-service. Meals are prepared and served for immediate consumption using cafeteria-style serving equipment such as steam tables, a refrigerated area,

and self-service beverage dispensing equipment. Guests commonly select from food and drink items on display in a continuous cafeteria line or in a "scatter bar" type serving system and pay before seating themselves.

Service Level	Limited Service Restaurant including Cafeterias
Reservations	Not accepted
Availability	Items listed on menu should be available during the entire serving period
Initial Greeting and Seating	Acknowledgement of arrival should be prompt, polite, and friendly.
Wait Services	Not applicable
Printed Materials (Menus, wine lists, etc.).	Clean, attractive, easy to read, free of penciled corrections, and appropriate for the facility and services provided. Materials should be professional in appearance and sufficient in number. A copy of the menu should be posted in a conspicuous location at or near the facility entrance.
Tableware	May be washable or compostable. If washable, tableware should match and be free of cracks and chips.
Table Appearance	Limited or none
Condiment Availability	Condiments must be readily available in locations that do not impede speed of service. Condiment areas must be clean, and condiments must be maintained at appropriate temperatures and replenished as necessary.
Payment Departure/Exit	Payment is made at the register

C) Retail

(1) General.

- (a) Guidelines. All retail services must meet current Service guidelines. The Superintendent has the right to review and approve all merchandise sold in the Area and at his or her discretion may determine certain items to be inappropriate and/or unacceptable for sale.
- (b) Merchandise Plan. The Concessioner must develop and implement a merchandise plan that incorporates the Area's interpretive themes, environmental issues, educational themes, and recyclable products. The Concessioner must submit its merchandising plan to the Service for review and approval no later than **120 days** after the Contract effective date.
- (c) Environmentally Preferable Purchasing. The Concessioner must sell a variety of Environmentally Preferable products to Area visitors and incorporate environmental purchasing practices in all aspects of its operation. Merchandise strategies should integrate pollution prevention and waste reduction objectives and strategies.
- (d) Prohibited Items. The Concessioner may not sell the following:
 - (i) Tobacco products or related items, including in vending machines.
 - (ii) Artificial or live bait, fishing lures, and weights that contain lead.
 - (iii) Styrofoam containers and/or ice chests.
 - (iv) Articles that persons of normal taste or sensitivity might consider pornographic, obscene, offensive, or profane or items that reflect a lack of concern for the environment or a culture.
 - (v) Archaeological specimens or objects of American Indian origin over 100 years old regardless of their origin.
 - (vi) Plant materials and other natural materials.
 - (vii) Fossils or other earth products (such as petrified wood) originating from public lands.
 - (viii) Animal skins or parts of animals obtained illegally or originating from threatened and/or endangered species. These items must also not be incorporated into merchandise or used in displays.

- (ix) Articles that are mislabeled or otherwise misrepresented as to character or origin.
 - (x) Merchandise that has expired or exceeded the producer's specific "Do not sell after" date.
 - (xi) Items that may, by their nature, encourage violation of Area regulations, e.g. collecting kits, peanuts, birdseed, wildflower or plant seeds, etc.
 - (xii) Toy firearms, slingshots, paintball guns, etc.
- (2) *Gifts and Souvenirs.* Gift shops must offer items that have a direct relationship to Canyon De Chelly National Monument and its environs, its history, or other related environmental or cultural topics. Items that feature the name of the Area must read "Canyon De Chelly National Monument".
- (a) The Concessioner must actively seek and prominently display handicraft items representing Area and regional themes, including crafts by local and Native American artists.
 - (b) The Concessioner must feature inexpensive collectibles such as cups, spoons, and caps, as well as clothing and children's merchandise that have a relationship with Area themes.
- (3) *Grocery and Sundry Items.* The Concessioner must provide a range, selection, and pricing for sundry items appropriate for the Area but may offer only those items necessary for visitor use and enjoyment of the Area including personal items, clothing, film, gifts and souvenirs.
- (4) *Labeling and Certification*
- (a) The Concessioner must clearly label all merchandise with the selling price. Identical items may be marked by display area rather than individually.
 - (b) Pricing labels may not conceal the country of origin. Country of origin labels must not be removed. The Concessioner must emphasize the presentation of products labeled "Made in America."
 - (c) Merchandise made from natural products must have a label stating that the product was obtained from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.
 - (d) If a merchandise item is considered a Native American handicraft, the Concessioner must (to the greatest extent possible) have a certificate from the authentic Native American handicraft producer or association of producers stating that the item was made in accordance with the production standards required for that designation.
- (5) *Facility and Merchandise Appearance*
- (a) The Concessioner may not obstruct the views from the exterior looking in with signs or other obstructions in the windows.
 - (b) The Concessioner must keep the floor areas clean and free of clutter with a routine, daily cleaning regimen.
 - (c) The Concessioner must keep merchandise shelves and other glass areas (e.g., counters, store windows) free of dust, excessive scratches, and fingerprints.
 - (d) The Concessioner must ensure that products that might present safety or security concerns for children are placed in areas that are not within easy reach and can be easily monitored or controlled by an employee. Displays must be spaced sufficiently to allow customers to easily pass between them. Displays must not be top-heavy, and special attention must be paid to the appropriateness of merchandise near checkout areas. The Concessioner must ensure that all merchandise is undamaged, rotated on a regular basis, and checked for cleanliness. Items of interpretive value and general value in natural and cultural education must be prominently displayed.
- (6) *Storage.* The Concessioner must securely store all merchandise during off hours. Storage areas must be kept neat and clean and, to the extent possible, hidden from view to visitors.

D) Interpretive Services

- (1) *Personal Interpretive Services*

- (a) Employee Knowledge. Employees must demonstrate knowledge of the Area's cultural and natural resources and of Service's mission and values. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic, Area-related questions.
 - (b) Service Involvement. The Service staff may advise and assist the Concessioner in the development of interpretive materials.
- (2) *Non-Personal Interpretive Services*
- (a) Non-Personal Interpretive Items. The Concessioner must actively pursue a non-personal interpretive program. The Concessioner must explore a wide array of methods for conveying Service-approved interpretive messages to visitors on Area-related themes and topics such as resource protection, stewardship, appreciation of Area values, and Service goals. In merchandise and food service facilities, interpretive messages will be included on a variety of items including hangtags, receipts, menus, placemats, paper cups, and comment cards. The Service will review and approve all interpretive materials prior to public distribution.
 - (b) Locations. The Concessioner must integrate Area interpretive themes into the interior decor of merchandise and food service facilities. The Concessioner must make appropriate interior and exterior areas within the Concession Facilities available for providing Area interpretive and safety messages through various media such as bulletin boards and kiosks.
 - (c) Area Information. The Concessioner must make the Area newspaper and assorted Area informational handouts available. The Concessioner must provide a container or box to collect documents for re-use and recycling.
 - (d) Quantities. The Concessioner must coordinate the types and amount of interpretive materials needed annually with the Interpretation and Education Division.

13) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

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

- (1) *Management Listing*. The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with job titles and office and emergency phone numbers by **May 1** of each year and as significant revisions are made.
- (2) *Incident Reports*. The Concessioner must immediately report the incidents listed below to the Service at 928-674-5500 ext. 222.
 - (a) Any fatalities and any visitor-related accidents/incidents that could result in a tort claim against the United States or the Concessioner.
 - (b) Property damage estimated to exceed \$500.
 - (c) Employee or visitor injuries requiring more than minor first aid treatment.
 - (d) Any fires.
 - (e) Any motor vehicle accidents.
 - (f) Any incident that affects Area resources.
 - (g) Any known or suspected violations of the law.
- (3) *Human Illness Reporting*. The Concessioner promptly must report information on all human communicable illnesses, whether occurring in employees or guests, to the Service at 928-674-5500 ext. 222. A suspected outbreak of human illness is two or more persons with common symptoms. The Concessioner must subsequently notify the Concessions Management Office at 928-674-5500 ext. 228.
- (4) *Hazardous or Non-hazardous Substance Spills*. The Concessioner must immediately report spills to the Navajo Nation Environmental Protection Office at 800-224-3056 and to the Service at 928-674-5500 ext. 222.

- (5) *Certificates of Insurance.* The Concessioner must provide annual updated statements and certificates of insurance no later than **30 days after the insurance(s) renewal date(s)** and in accordance with this Contract.

B) Operational Reports by Use

The Concessioner must provide a monthly operational report containing all operational statistics for the individual operating locations **by the 15th day of the subsequent month**. The Concessioner will submit its annual summary report by **March 1 annually**. This data should be presented in a concise spreadsheet form.

(1) *Overnight Lodging*

- (a) Rooms available, rooms occupied per lodging location, out-of-order room count.
- (b) Average daily room rate by location and revenue per available room (RevPAR)
- (c) Total guest count.
- (d) Average length of stay.
- (e) Daily turn-away demand and reasons for turning any visitors away.

(2) *Food and Beverage*

- (a) Number of covers served by breakfast, lunch, brunch, and dinner by outlet with corresponding revenues and average check.

(3) *Retail*

- (a) Revenue at each retail outlet listed separately.
- (b) Number of transactions at retail outlet.
- (c) Revenue by merchandise category (e.g. Native American handicraft, gifts and souvenirs, grocery, apparel).
- (d) Average transaction amount for each operation.

C) Concessioner Financial Reports

In addition to the Annual Financial Report (AFR) required by this Contract, the Concessioner must submit the following financial reports. For these reports, the Service requires that the Concessioner develop a format based on currently accepted accounting practices. Each revenue-producing department (e.g. lodging, food and beverage, retail) will have a supporting schedule presenting revenues, cost of goods sold, cost of labor, and departmental expenses. The report format will be agreed upon by the Superintendent at the inception of this Contract.

- (1) *Annual Budget.* A budget including detailed utilization and revenue and expense projections is due by January 1.
- (2) *Monthly Franchise Fee Report.* As part of its monthly reporting requirements, the Concessioner must report the preceding month's franchise fee deposit no later than the 15th day of each month. Reporting documentation must include a copy of the wire transfer identifying the account and the amount transferred.

D) Summary of Initial and Recurring Due Dates

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

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Initial Requirements			
Environmental Management Program	Initial/ Annually	Within 60 days of effective date of this Contract; updates due annually by December 31	Operating Plan, Sec. 5 (A),(1)
Balance Sheet	Initial	Within 90 days of effective date of this Contract	Draft Contract, Sec. 14 (c),(1)
Fire & Life Safety	Initial/	Within 30 days of initial occupancy	Operating Plan, Sec. 9 B)

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Inspections	Annually	and annually thereafter	(1)(b)(i)
Risk Management Plan	Initial/ Annually	Within 120 days of the effective date of this Contract; updates due annually by November 30	Operating Plan, Sec. 7 A)
Merchandise Plan	Initial	120 days after the effective date of Contract	Operating Plan, Sec. 12 D),(1),(b)
Annual			
Annual Financial Report	Annually	No later than 120 days after the final day of the Concessioner's fiscal year	Draft Contract, Sec. 14 (b),(1)
Schedule of Operations	Annually	No later than October 31	Operating Plan, Sec. 4 A),(2)
Rate Approvals	Annually	At least 90 days prior to effective date proposed	Operating Plan, Sec. 4 B),(2),(a)
Employee List	Monthly	Beginning February 1	Operating Pan, Sec. 4 F),(3)
Employee Handbook	Annually	All handbooks will be provided 30 days prior to release	Operating Plan, Sec. 4 F),(5),(f)
Utility Pass Through	Annually	By May 1	Operating Plan, Sec. 8 A),(4)
Annual Overall Rating	Annually	April 1	Operating Plan, Sec. 4 D),(1)
Management Listing	Annually	By May 1 and when significant changes occur	Operating Plan, Sec. 13A),(1)
Certificates of Insurance	Annually	No later than 30 days after renewal date(s)	Operating Plan, Sec. 13 A),(5)
Budget	Annually	January 1	Operating Plan, Sec. 13 C),(1)
Operational Reports	Annually/ Monthly	By March 1 of each year and by the 15 th day of the following month	Operating Plan, Sec. 13 B)
Inventory of Hazardous Substances	Annually	Six months after Contract award and annually	Draft Contract, Sec. 6 (d),(1)
Inventory of Waste Streams	Annually	Six months after Contract award and annually	Draft Contract, Sec. 6 (d),(1)
Monthly			
Franchise Fee	Monthly	By the 15 th day after the final day of each month of operation	Draft Contract, Sec. 11 (b)
Visitor Comments	Monthly	Within 10 days of receipt	Operating Plan, Sec. 4 E),(11)
Customer Satisfaction Report	Monthly	Within 15 days after the end of the month.	Operating Plan, Sec. 4 E),(11)
Other			
Promotional Material	As Necessary	At least 30 days prior to projected need	Operating Plan, Sec. 10 C),(1)(b)
Special Event	As Necessary	30 days in advance of event	Operating Plan, Sec. 4) E), (3)