

EXHIBIT A
OPERATING PLAN

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I. 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 Mojave National Preserve (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.

1) DEFINITIONS

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

- A) Environmentally Preferable.** Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.
- 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 that is in writing and approved by the Secretary of Interior or a Department of 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 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 amount 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.

2) MANAGEMENT RESPONSIBILITIES

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:
 - (a) Has the authority and the managerial experience to operate the Concession Facilities and services required under the Contract;
 - (b) Will employ a staff with the expertise and training necessary to operate all services required 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.

B) Mojave National Preserve

- (1) The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:
 - (a) Evaluation of Concessioner Services and Concession Facilities and related operations;
 - (b) Review and approval of rates charged for all services;Any approval or consent given by the Service of any plan, permit, report, inspection, or any other consent or approval given by the Service under this Operating Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Operating Plan or the Contract

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS**A) Schedule of Operation**

- (1) General requirements. The Concessioner will provide year-round services as defined in the Contract for the Area's visitors. The following hours are considered the minimum operating hours and cannot be changed without prior written authorization from the Superintendent. The Concessioner will submit, for approval, the operating schedule for the Beanery within 30 days of Contract award, and by November 1st for each subsequent year thereafter. The Area will give reasonable notice of any schedule changes that it may initiate. In no event will the Concessioner fail to open on a designated business day or close earlier than the minimum operating hours, except for natural disasters and/or other bona fide emergencies or authorized by the Superintendent. The hours of operation will be prominently displayed at the Beanery and will be included in all Area information brochures, newspapers, etc.
- (2) Minimum hours of operation. The Beanery will be open, at a minimum, from 9:00 a.m. to 5:00 p.m.; seven days a week. All customers sales (including outdoor barbecue) must be completed by 5pm, and customers must exit the Kelso Depot by 5pm. The Beanery will not be open Christmas Day in conjunction with the Kelso Depot Visitor Center.

B) Rate Determination and Approval Process

- (1) Rate Determination. All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) Section 3(e)'s requirements regarding approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract will 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 methodologies has the same meaning as that set out in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide") (a copy

which can be obtained by contacting the Service) as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.

- (a) **Limited retail rates:** Rates will be determined using Competitive Market Declaration (CMD) for items that do not have manufacturer's suggested retail price (MSRP). Merchandise items must be clearly marked with a price.
- (b) **Food and Beverage Rates:** Rates will be determined using the Core Menu Guidelines.
- (c) **Firewood and Bagged Ice Rates:** Rates will be determined using Competitive Market Declaration (CMD) for items that do not have a manufacturer's suggested retail price (MSRP). Merchandise must be clearly marked with a price.

(2) *Rate Approval Process*

- (a) **Approval Timing.** Rate requests must be submitted to the Superintendent for approval prior to implementation. Should special conditions required a quicker than 45-day response, the Concessioner will clearly explain these conditions in writing.
 - (b) **Format of Requests.** All rate increase requests must be in writing and in accordance with applicable Service Policy and 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 Approval Guide. This includes, but is not limited to brand names, portions, length of service, amenities provided, etc. For food service request, this will include an indication of which items will be regularly on the menu (Core menu items). The Service will promptly approve, disapprove, or adjust rates, using its selected comparables, and will inform the Concessioner of the approved rates and the reason for any disapproval or adjustment.
 - (c) **Approved Rate Posting.** The Concessioner will prominently post all rates for goods and services provided to the visiting public.
- (3) ***Rate Compliance.*** Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Service.
 - (4) ***Reduced Rates for Government Employees.*** Goods and services will not be provided to government employees or their families, without charge or at reduced rates, unless equally available to the general public.

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 will take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer or the operation.

D) Evaluations

The Service and Concessioner will separately inspect and monitor Concession Facilities and services with respect to Service Policy, applicable standards, authorized rates, risk management, public health, fire safety, impacts on cultural and natural resources, correction of operating deficiencies, responsiveness to visitor comments, and compliance with the Contract including its Exhibits.

The Concessioner will work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections and will perform such correction and implementation within the dates agreed.

- (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 timely submission of annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of general liability insurance, automobile, and workers compensation insurance.
 - (b) Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioner's Risk Management Program, Public Health Rating, Periodic Operational Evaluations, and Environmental Management Evaluation.
 - (i) Risk Management Program Evaluation
 - a. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program. Safety will also be a component of Periodic Operational Evaluations.
 - b. Safety Inspections. The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Concessioner will ensure compliance with health, fire, and safety code regulations as well as Service policies and guidelines.
 - (ii) Public Health Inspections. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. A written record of this evaluation and rating will be provided 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 will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.
 - (iv) Environmental Management Evaluation. The Service will conduct an evaluation of the Concessioner's Environmental Management Program (EMP).

E) General Policies

(1) *Facilities Use*

- (a) Authorized Use. Concession Facilities may not be used for activities or services that do not directly and exclusively support contractual services required by the Contract, without written permission from the Service.
- (b) 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.html>.
- (c) Service Animals. California Law requires access to food service facilities for those accompanied by a Service Animal.
- (d) After Hours Access: Access to Concession Facilities while Visitor Center is closed will be limited to those with pre-approved key access. The Service reserves the right to conduct background checks on those with access to the Concession Facilities after hours.

- (2) *Lost and Found*. The Concessioner will turn in lost items to Area staff. Procedures for handling of lost and found property will conform to Directors Order (DO) 44, Personal Property Management Information Notice 05-01, and 41 C.F.R 101-48. Current versions of these documents can be obtained by contacting the Service.
- (3) *Telephone Services*. Telephone Services must be available for emergencies.
- (4) *Satellite Internet Services or Wireless Internet Connections*
 - (a) The Concessioner may, but is not required to, provide guests and visitors with an option for accessing internet services. This may be done through an established guest provided computer or through wireless internet connection options.
 - (b) The Concessioner may not use the Area's computers or internet service for any purpose.
- (5) *Employee Housing*
 - (a) *Housing Lease Agreements*. The contents of the employee housing agreement and the rules and regulations are subject to the approval of the Superintendent.
 - (b) *Costs*. The room and board account for employees will be a break-even account 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.
 - (c) *Safe and Clean*. It will be the responsibility of the Concessioner to maintain its employee housing in the Park in a safe, clean and orderly manner utilizing the guidelines in the Maintenance Plan. Employee rooming will be adequately furnished to serve the number of occupants. Furnishings will be maintained in satisfactory condition. Inspections will be made periodically by the Concessioner and the Service.

F) Wildlife Interactions

- (1) The feeding of wildlife within the Area is prohibited.
- (2) The Concessioner must include proper signage regarding leaving unattended food on any outdoor picnic table within the Concession Facilities.
- (3) Food storage, trash, and (where these are available) recycle facilities will be bird and animal-proof.
- (4) Preventive measures will be in place to limit exposures to Hantavirus.
- (5) The Concessioner and its employees will notify the District Ranger or the biologist immediately regarding any issues with fish and wildlife.

G) Human Resource Management

- (1) *Employee Identification and Appearance*. The Concessioner will ensure that all employees who are in direct contact with the general public will be neat and clean in appearance. The Concessioner must require staff to wear nametags and may require staff to wear uniforms, or shirts/hats reflective of the Concession operation. Employees will project a hospitable, positive, friendly and helpful attitude.
- (2) *Employee Conduct*. The Concessioner will review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner will take all actions needed to fully correct such situation.
- (3) *Employee Hiring Procedures*
 - (a) General Manager. The General Manager will have an appropriate background as a manager or administrator that indicates his/her ability to manage a Concession operation and all other related services.
 - (b) Staffing Requirements. The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season.

- (c) Drug-free Awareness. The Concessioner will 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 will maintain, to the greatest extent possible, a drug-free workplace environment.
- (d) Background Checks. The Concessioner will ensure that appropriate 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. No employee will be hired if they show any active wants or warrants (current fugitive from justice). The Concessioner will make available, upon request, the background investigations conducted on employees to the Chief Ranger. Employees will allow such a possible release of information as a condition of hire.
- (e) Driver Requirements. Drivers of Concessioner-owned vehicles or vessels used in operations under the Contract will have a valid state operator's license for the size and class of vehicle and vessel being driven.
- (f) Employment of Service employees or their family members
 - (i) The Concessioner will not employ in any status the spouse or dependent children of a Mojave National Preserve employee without the Superintendent's written approval.
 - (ii) The Concessioner will not employ in any status the spouse or dependent children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
- (4) Training. The Concessioner will train and maintain records of appropriate training as set forth below and will provide those records to the Service upon request.
 - (a) Training Manuals and Employee Handbook. The Concessioner will develop written training materials and an Employee Handbook for its employees. The Employee Handbook will identify the policies and regulations of the Concessioner and the Service and will be made available to the Service upon request.
 - (b) Orientation and Job Training. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. Training will include the following in addition to job-specific skills:
 - (i) *Service Concessions Management*. The Concessioner will orient its managers to Service evaluation and rate policies, as outline in the Concessions Management Guidelines.
 - (ii) *Service Regulations and Requirements*. The Concessioner will orient its employees to Service regulations and requirements that affect their employment and activities while working within the Area.
 - (iii) *Customer Service*. The Concessioner will provide customer service and hospitality training for employees who have direct visitor contact.
 - (iv) *Area Resource Training and Orientation*. The Concessioner will provide training for employees regarding the Area resources and orientation to the Area. Employees, especially managers, may attend other Service trainings as space permits and determined appropriate by the Service. The orientation program must be on-going, allowing employees to become knowledge of the Area. Examples of topics to address include: recreational activities in the Area, facilities/services available in addition to the Concessioner's; Area geology, flora, fauna, history of the area, including but not limited to Federally recognized tribes. The Concessioner may request Service staff to present certain topics of interest. The Concessioner will pay employees their standard wages for attending Service-sponsored training.
 - (v) *Interpretive Training*. The Concessioner will permit employees to attend Service provided interpretive skills training for all employees who have direct visitor contact. The Concessioner will work closely with the Commercial Services Office and Service

Interpretive staff to improve the methods of preparing and presenting effective interpretive information.

- (vi) *Environmental, Risk Management, and Safety*. The Concessioner will provide applicable training in environmental, risk management, and safety to employees according to the training requirements in its Environmental Management Program and Risk Management Plan and as required by Applicable Laws.

4) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner will develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program. The Concessioner will submit its initial plan to the Superintendent within 120 days of effective date of the Contract and annually by December 31 of each year thereafter. The Concessioner will update its Concessioner Risk Management Program to comply with Applicable Laws.

B) Emergency Response

The Concessioner will comply with all Applicable Laws concerning emergency response, including to spills and releases of hazardous substances, hazardous materials, and petroleum. Any Emergency Action Plan, Emergency Response Plan, and Spill Prevention Control and Countermeasure Plan will be provided to the Service upon request and be in accordance with 29 C.F.R. 1910.120 and 40 C.F.R. 112 or an SPCC SOP if a plan is not required by regulation.

- (1) In the event of a spill, or any other hazmat occurrence, the Concessioner, in addition to complying with any other notification requirements under Applicable Laws, will immediately notify the Service.

C) Safety Representative

The Concessioner will designate one employee as the safety representative at the beginning of the Contract and update this information as necessary.

5) ENVIRONMENTAL MANAGEMENT

A) Environmental Management Program

The Concessioner will prepare an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract. A proposed updated EMP will be submitted **within 60 days of effective date** of the Contract and **annually by December 31** thereafter.

B) Environmental Evaluations

- (1) *Service Environmental Audits*. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program. This data will be incorporated into the Annual Overall Rating. The Concessioner will be required to close audit findings within the timeframe specified in the Environmental Audit Report.
- (2) *Concessioner EMP Self-Assessment*. The Concessioner must self-assess its performance under its EMP at least annually per Section 6(b) of the Contract.

6) UTILITY RESPONSIBILITY

A) Concessioner

- (1) The Concessioner is responsible for contracting with independent suppliers to provide utility services not provided by the Service. The Concessioner is responsible for the direct payment to these suppliers.
- (2) The Concessioner should encourage conservation of energy, water, and other resources through policies, programs, goals and metrics.

B) Service

- (1) Electrical Service. Electrical service is provided by Southern California Edison and is billed to the Service.
- (2) Water Service. The Service provides potable water to the Concession Facilities. The Public Health Service will inspect the system annually.
- (3) Sewer Service. The septic system is owned and operated by the Service.
- (4) Phone Service. Telephone service is provided by the Service.
- (5) Concessioner is billed for all Service-provided utility costs in one bill issued by the Service.

7) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) Service
 - (a) The Service, with assistance from State and local officials as appropriate, will provide visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. e.
 - (b) The Service will provide radio frequencies and emergency telephone numbers for the Concessioner to communicate emergencies to Area staff.
- (2) Concessioner Personnel. 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 while on duty.
 - (a) The Concessioner is responsible for securing buildings, equipment, and facilities under its control.
 - (b) The Concessioner will immediately report to the Service any observed violations of the law.

B) Structural Fire Protection and Life Safety

Fire prevention, protection, and life safety protection will be primary considerations at all Concession Facilities.

- (1) Service
 - (a) The Service has the responsibility of wildland fire response only. The Concessioner shall contact the Federal Interagency Communications Center for all responses to wildland fire, either by radio (call name is "San Bernardino") or by telephone at (909-383-5651). The Service does not provide structural fire response.
- (2) Concessioner
 - (a) General
 - i. Structural fire and life safety procedures will be integrated in the Concessioner's Risk Management Program. The Concessioner has the responsibility to ensure that all Concession Facilities meet applicable Federal, State, and Local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association (NFPA) standards and NPS Reference Manual #58 (RM-58).
 - ii. Fire extinguishers of the appropriate size and type must be available.
 - iii. All fires and violations of the law will be reported immediately to the Service. *Fire extinguishers (Visual – Monthly/Servicing – Annually)*: Periodic inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA 10 (standard for Portable Fire Extinguishers). Annually, the Concessioner will have a licensed fire extinguisher service contractor perform the required inspection, testing, and maintenance of each extinguisher. A monthly visual inspection is required and will be performed on all fire extinguishers. Monthly visual inspections can be performed by Concessions personnel that have been properly

trained, as approved by the Service. The monthly visual inspections will include the following:

- Extinguisher is mounted in a proper place and at an appropriate height
- Access and visibility not obstructed
- Operating instructions facing outward
- Seals or other tamper indicators intact
- Pressure gauge in normal range
- No physical damage

C) Emergency Medical Care

- (1) Concessioner shall call 911 for emergency assistance for Law Enforcement and EMS support.
- (2) *Training.* The Concessioner will train and equip personnel for evacuation of employees and visitors. Evacuation plans will be posted in public areas for emergencies.
- (3) *Emergency Reporting Procedures.* The Concessioner and its employees will be trained in proper emergency reporting procedures and will be instructed to provide essential information, e.g., a call back number at their location. The Service will dispatch Rangers and emergency personnel as needed. The Service will investigate all visitor and employee accidents, which require medical attention.
 - (a) Life-threatening emergencies: 911, then 909-383-5651.
 - (b) Non-emergencies: 909-383-5651.

8) 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
Mojave National Preserve
2701 Barstow Road
Barstow, CA 92311

"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

All media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area will be referred to the Superintendent. This includes all media interviews.

C) Advertisements and Promotional Material

- (1) Promotional Material

- (a) Approval. The Concessioner will submit any new or updated promotional material, including website and social media pages, to the Service for review and approval, **at least 30 days prior** to publication, distribution, broadcast, etc. The Service may require the Concessioner to remove unapproved promotional material from circulation.
 - (b) Promotional material distributed within the Area must promote only services and facilities within the Area, unless the Superintendent approves exceptions.
 - (c) The Concessioner will use a variety of marketing tools in order to reach diverse populations of all ages
 - (d) All advertisements and promotional material are recommended to be published on minimum 20% post-consumer material paper and or tree-free products and double sided. The use of soy-based inks is also recommended.
 - (e) The Concessioner's website must link, at a minimum, to the Mojave National Preserve website.
- (2) Statements
- (a) Authorization. Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Mojave National Preserve.
 - (b) Equal Opportunity. Advertisements for employment must state that the Concessioner is an equal opportunity employer.

9) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner will permit its employees to participate in the Service's Volunteers in Parks (VIP) program. More information on the Service VIP program can be found at: <http://www.nps.gov/moja/supportyourpark/volunteer.htm>.

10) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet quality standards

A) Food and Beverage (Required)

- (1) Facility Use. The Concessioner will not use the facilities assigned within the Contract to provide catering services outside the legislative boundary of the Area, except when specifically authorized in writing by the Service.
- (2) Management. The Concessioner will ensure that a manager and/or other key personnel will be visible in the food service facility during the peak service hours of operation.
- (3) Menus. All menus will maintain a price range that accommodates the general range of Area visitors. The Concessioner will offer an all-American, 1930s-40s menu that will interpret the Beanery's historic fare in conjunction with contemporary dining preferences. The Concessioner is encouraged to provide a range of food that provides for a wide variety of visitors, including vegetarian entrées, heart healthy entrées, light eaters and entrées, and children's menus.
- (4) Food Handlers. All food handlers who provide food service will be fully trained. All food handling staff must have Serve Safe® certification. Food handlers in a training status will be accompanied by a certified food handler.
- (5) Alcohol Sales. No alcoholic beverages will be sold by the Concessioner.
- (6) US Public Health Code. All food preparation and dishwashing will conform to US public health code requirements.
- (7) Garbage collection. The Area will provide dumpsters outside of the building for the Concessioner's trash. The Concessioner is responsible for hauling its own garbage to

dumpsters; garbage should be taken to dumpsters daily. Garbage receptacles will be closed at all times.

- (8) To-Go Service. Sales of the menu items for carry-out or to-go are authorized.
- (9) Use of Kelso Depot's exterior barbecue facilities for food service is allowed. Barbecue facilities will be cleaned after use to discourage wildlife interaction. A fire extinguisher must be in the proximity of the barbecue. Barbecue must be staffed when in use, in addition to staff operating the Beanery lunch counter.

B) Firewood Sales (Authorized)

- (1) The Concessioner will acquire fully cured firewood, outside Mojave National Preserve, for sale at the Beanery. To prevent the spread of invasive pests, the Concessioner must purchase and sell only locally grown (within 50 miles of the Area) and harvested firewood in accordance with California quarantines. If local firewood is not available, the Concessioner must purchase and sell certified firewood. Certified firewood must have a USDA issued certificate indicating it is pest-free.
- (2) Firewood is to be packaged in bundles using heavy sisal twine, sheet rock tape, or any other Environmentally Preferable packaging. If it is not financially feasible to use an Environmentally Preferable packaging item, then plastic wrap will be accepted only if a label is added to the bundle with the following statement: "Please discard this plastic wrapper in appropriate dumpsters, along with your other trash. Do NOT burn the wrapper – by doing so releases toxins in the air. Thank you for protecting the environment." Bundles will be made up of one (1) cubic foot dry burnable wood. Wood will be sized so it can be burned without further splitting.
- (3) Starter wood kindling will be provided in bundles with paper and dry matches provided.

C) Ice (Authorized)

Sale of packaged ice is authorized, limited to the capacity of the existing equipment and must be sold in bags.

D) Limited Merchandise (Authorized)

- (1) Limited Merchandise. The Concessioner is authorized to sell a limited amount of merchandise, such as water bottles, mugs, coffee tumblers, t-shirts, film, and cameras directly associated with the historic Kelso Depot train station and the Beanery if such sale does not impede or interfere with the required services.
- (2) Prohibited Items. The Service may review and approve all retail sold in the Area. The Service may exercise their discretion to determine that certain items may be inappropriate and unacceptable for sale.

E) Catering Services (Authorized)

The Concessioner is authorized to provide catering services within the Area. Exclusive food service rights are for the Kelso Depot Visitor Center interior and barbecue facility only. Concessioner may bid on catering services for other Area events, but no exclusive rights to food service are extended to the Concessioner other than within the Visitor Center and barbecue facility.

11) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

- (1) 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/incidents that could result in a tort claim to the United States or the Concessioner.
 - (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 accidents.
 - (f) Any incident that affects Area resources.
 - (g) Any known or suspected violations of the law.
- (2) 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 Rangers Office. 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.
 - (3) Hazardous or Non-hazardous substance spills. The Concessioner will immediately report spills to the Area's Communication Center.
 - (4) Certificates of Insurance. The Concessioner will provide annual updated statements and certificates of insurance **not later than 30 days** after the insurance(s) renewal date(s) and in accordance with the Contract.
 - (5) Survey and Visitor Response Data. All surveys conducted by the Concessioner must be approved in advance in writing by the Superintendent. All customer satisfaction data collected by a third party that is provided to the Concessioner will be provided to the Service within **15 days of receipt**.
 - (6) Visitor Comments. The Concessioner will provide tabulated summaries of all visitor comments monthly.

B) Monthly Operational Reports by Use

All operational statistics will be included in a monthly Concessioner operational report **due by the 15th day of the following month**. An annual summary report is also due as part of the Concessioners Annual Financial Report (Schedule M).

- (1) Food and Beverage
 - (a) Number of covers served for breakfast and lunch, with corresponding revenues
 - (b) Average check size for breakfast and lunch
 - (c) Number of catering Events, including corresponding revenue
- (2) Merchandising
 - (a) Revenue by merchandise category (firewood, ice, gifts and souvenirs)

C) Financial Reports

In addition to the Annual Financial Report (AFR) required in the Contract, the following financial reports will be required. For these reports, the Service desires that the format be developed based on currently acceptable accounting practices. Each revenue-producing department (i.e. lodging, boat rentals, retail, etc.) will have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The report format will be agreed upon by the Superintendent at the inception of the Contract.

- (1) *Annual Budget*. A budget, including detailed utilization and revenue and expense projections, due by the date determined by the Service.
- (2) *Financial Forecast*. A pre-season financial forecast for each business activity compared to annual budget. Format used to be pre-approved and due date to be determined by Service.
- (3) *Monthly Franchise Fee Report*. By the 15th of the month as part of the monthly reporting, the Concessioner will report on the franchise fee deposit made from the preceding month.

Reporting documentation will include a copy of the wire transfer identifying the account and the amount transferred.

D) Summary of Initial and Recurring Due Dates

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

Title	Schedule	Due Date	Reference
Initial Requirements			
Environmental Management Program	Initial & Annually	60 days after Contract effective date, and by December 31 annually	Contract, Section 6(b)(1), Operating Plan, 5(A)(1)
Balance Sheet	Initial	90 days after Contract execution or effective date, whichever is later	Contract, Section 13(c)
Risk Management Plan	Initial & Annually	120 days after Contract effective date and by December 31 annually	Operating Plan, 4(A)
Annual			
Certificate of Insurance	Annually	30 days after renewal date	Contract, Section 11(b)(3), Operating Plan, 11(A)(4)
Annual Financial Report	Annually	120 days after end of Concessioner's fiscal year	Contract, Section 13(b)(1)
Schedule of Operations	Annually	At least 60 days prior to approval date	Operating Plan, 3(A)(1)
Annual Rate Change Requests	Annually	At least 60 days prior to approval date	Operating Plan, 3(B)(2)(a)
Annual Budget & Financial Forecast	Annually	Due date to be determined by the Service	Operating Plan, 11(C)(1)&(2)
Fire Protection Inspections	Annually	Dependent upon system	Operating Plan, 7(B)(2)(iii)
Monthly			
Franchise Fee	Monthly	15 th day of the following month	Contract, Section 10(a), Operating Plan, 11(C)(3)
Operational Performance Report by Category	Monthly & Annually	15 th day of following month; Summary by March 1	Operating Plan, 11(B)
Visitor Comments	Upon Occurrence	15 th day of the following month	Operating Plan, 11(A)(6)
Upon Occurrence			
Promotional Material	Upon Occurrence	At least 30 days prior to projected need	Operating Plan, 8(C)(1)(a)
Incident Reporting	Upon Occurrence	Immediately	Operating Plan, 11(A)(1)
Human Illness Reporting	Upon Occurrence	Immediately	Operating Plan, 11(A)(2)
Survey & Visitor Response Data	Upon Occurrence	Within 15 days of receipt	Operating Plan, 11(A)(6)

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